

AS-NEEDED ENVIRONMENTAL SERVICES
FOR
WATER RESOURCES CORE SERVICE AREA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 29 day of January, 2018.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of
California, hereinafter referred to as County,

AND

ECORP CONSULTING, INC.,
a California Corporation,
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means collectively the County of Los Angeles, acting for itself and acting on behalf of the Los Angeles County Flood Control District, the County of Los Angeles Waterworks Districts, and the Consolidated Sewer Maintenance District of the County of Los Angeles; and includes acting as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Scope of Services, Attachment 1. Consultant's proposal, Request for Proposals – RFP No. AED7740082, and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant **a maximum not to exceed fee of Five Million Eight Hundred Eighteen Thousand Dollars (\$5,818,000)** in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as **Attachment 3**. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Scope of Services, **Attachment 1**. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. At the sole discretion of the Director, or his/her designee, the initial not-to-exceed contract amount may be supplemented by up to twenty-five percent (**25%**) of the original contract amount. The amendment shall be executed in accordance with Paragraph 49 Supplemental/Amendment. Work will be based on Consultant's Schedule of Prices attached to this Agreement as **Attachment 3**.
- c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 49. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.
- d. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

- e. If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.
- f. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

- a. The term of this Agreement shall be for a period of **three (3)** years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for **one (1)** additional one-year term, not to exceed a total contract period of **four (4)** years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.

- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

9. Authorization Warranty

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

11. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Consultant's EEO Certification.

13. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies

for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect

financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

17. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice

which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors of County Contractors.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. County's Quality Assurance Plan

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings Grounds

- a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- b. If the Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such

documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.

- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement.

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies

provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.

- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the such circumstances a reasonable estimate of the minimum value of the costs of such damages per infraction is Five Hundred Dollars (\$500) per day, plus any regulatory fines imposed on the County resulting from the deficiencies, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days' notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.
- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Manager's Supervisor any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Manager's Supervisor is not able to resolve the dispute, the Director of Public Works or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Business Relations and Contracts Division
900 South Fremont Avenue, 8th Floor
Alhambra, CA 91803
(626) 300-2330

CONSULTANT

ECORP Consulting, Inc.
1801 Park Court Pl, Bldg B, Ste 103
Santa Ana, CA 92701
(714) 648-0630

The address for notice may be changed by giving notice pursuant to this paragraph.

41. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and

patents, in and to the County Materials.

- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2015 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.
- f. f directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way

intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:

- i. The Consultant shall develop all publicity material in a professional manner; and
 - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director of Public Works or his/her designee. The County shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subconsultant;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.

- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
900 South Fremont Avenue, 8th Floor
Alhambra, CA 91803
(626) 300-2330

before any Subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Consultant and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Contract shall be prepared and executed by the Consultant and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be

grounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of the Director or Public Works or his/her designee:
 - Consultant has materially breached this Contract; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of

performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.
- d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience Paragraph.
- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any

form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

55. Termination for Insolvency

- a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

57. Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

58. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultants shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

59. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

61. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of

the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization:

When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project.

The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Paragraph 32, Liquidated Damages, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

66. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

67. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

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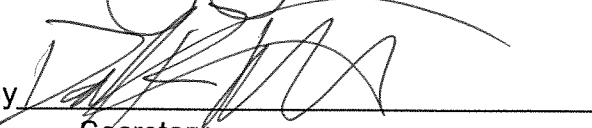
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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

ECORP CONSULTING, INC.

By 
Deputy Director
Department of Public Works

By 
President
By 
Secretary

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy County Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer

On December 21, 2017 before me, Kathy J. Nelson, Notary Public
(insert name and title of the officer)

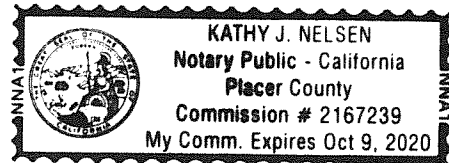
personally appeared Bjorn Gregersen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kathy J. Nelson (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

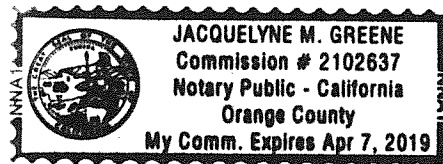
On December 21, 2017 before me, JACQUELYNE M. GREENE, Notary Public
(insert name and title of the officer)

personally appeared Donald R. Mitchell,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~
subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in
his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jacqueline M. Greene (Seal)



AS-NEEDED ENVIRONMENTAL SERVICES
FOR
WATER RESOURCES CORE SERVICE AREA

The services to be rendered by the Consultant shall include all services and provisions as described in the County's Request for Proposals dated May 8, 2017, all Notice to Proposers, and the Consultant's proposal dated May 22, 2017, except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing as-needed environmental services for Water Resources Core Service Area. The work shall include, but not be limited to, the following:

SCOPE OF SERVICES

The County of Los Angeles (County), the Los Angeles County Flood Control District, the County of Los Angeles Waterworks Districts, and the Consolidated Sewer Maintenance District of the County of Los Angeles (collectively as County) desire to engage consultants who will utilize in-house personnel and subcontractors who have skilled experience and expertise with project management of highly publicized projects and who will provide a proficient level of quality assurance and quality control (QA/QC). The Consultant must meet County's deadlines for report submittals, because County has submittal deadlines that are specified in their permits and agreements with the regulatory agencies. Non-adherence to these regulatory agencies' deadlines can lead to permit/agreement violations and penalties by the regulatory agencies.

The County is seeking quality consulting firms with experience in: native habitat preservation, restoration and creation, environmental document preparation, environmental permitting, permit compliance, environmental planning, surveying of biological, ecological, cultural and other environmental resources, monitoring, reporting, consultation, conducting feasibility studies, water quality, soil, air quality/climate change, and noise analysis, re-vegetation, arborists and landscape managing, vector, pest, and aquatic spraying, working with habitat conservation agencies handling southern California native and exotic biological resources, landscaping with southern California native species, handling and management of southern California cultural/tribal resources, and public relations.

The scope of services requested on this contract is listed below. Consultant shall provide all labor and personnel certifications/licenses, materials, equipment, storage, and disposal necessary to complete the Tasks a through f below. In particular, Consultants shall include in their project teams in-house personnel or subcontractors who have the necessary Federal and State licenses and/or permits to:

- Survey for and physically handle sensitive species that do or potentially inhabit maintenance and project sites in Los Angeles County, including but not limited to the arroyo toad (*Anaxyrus californicus*), coastal California gnatcatcher (*Polioptila californica californica*), and southwestern willow flycatcher (*Empidonax traillii extimus*).
- Undertake pest, vector, and aquatic species control and landscaping associated with native habitat preservation, restoration, and creation.

It is highly desirable to include in-house personnel or subcontractors who have the necessary Federal and State licenses and/or permits to survey for and physically handle sensitive fish species that do or potentially inhabit project sites in Los Angeles County, including, but not limited to, the Santa Ana sucker (*Catostomus santaanae*) and unarmored threespine stickleback (*Gasterosteus aculeatus williamsonii*).

Also, the Consultant should have in-house personnel sufficient to fully perform at least one of the categories of services specified in Sections a, b, c, and d in this Exhibit.

The Consultant shall provide a supervisor/administrator with at least 7 years, preferably 20 years or more, of experience involved with providing the Scope of Services herein for projects in Southern California. The Consultant's designated supervisor/administrator shall be directly employed by the Consultant. The Consultant's designated supervisor/administrator shall have strong coordination and negotiating skills, and a strong commitment to advocate, as legally allowable, for the best interests of the County.

a. Environmental Documentation Services

Prepare on behalf of the County environmental documents, including but not limited to California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documents, as necessitated by the specific project scope, master plan or program, including but not limited to: environmental planning; field resource services and activities (e.g., biological and cultural/tribal/archeological to comply with State and Federal laws); biological and water quality monitoring; literature and electronic database reviews; initial studies; technical studies (e.g. air quality, traffic, noise, climate change, geotechnical, hydrology, water quality, aesthetics, etc.); feasibility studies, including biological technical assessments, hydraulic technical analysis; documentation; public meetings; and publications. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience in Federal and State laws, rules and regulations regarding air quality, biological resources, water quality, and cultural resources in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. These

senior and expert personnel shall be thorough in their analyses and possess, and preferably have a proven track record of, strong skills in successfully preparing responses or responding on behalf of the County to comments from contentious stakeholders. Consultants must be able to support and defend all information they provide as part of the environmental documentation. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

b. Regulatory Permit Services

Assist the County in their procurement of regulatory permits, as necessitated by specific project scope, master plan, or program, including but not limited to: preparation of permit applications; providing field resource services, activities and reports (e.g., biological and cultural/tribal/archeological to comply with State and Federal laws); preparing impact analyses and reports; performing specialized studies (e.g. hydrology, feasibility studies, hydraulics and risk assessments, water quality assessments, biological technical assessments, sediment transport, geomorphology, etc.) and reports; performing jurisdictional assessments and reports; and participating in regulatory agency and/or public communication, meetings and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, and the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of strong negotiating skills for interacting with the regulatory agencies, and a strong commitment to advocate, as legally allowable, for the best interests of the County. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

c. Environmental Permit Compliance Services

Assist the County in their compliance with environmental conditions specified by all pertinent permits and/or agreements for a specific project scope, master plan, or program, including but not limited to: conducting pre-construction surveys and preparing reports; conducting sensitive species protection planning including nesting bird surveys and management, species relocation, plan implementation, monitoring and reporting; conducting best management practice and exclusion device installation and maintenance; conducting air quality, biological, aquatic species and vector control, cultural/tribal/archeological, water quality monitoring;

environmental documentation, monitoring and reporting (e.g., air quality, biological, cultural/ tribal/archeological, water quality) of construction activities; post-construction environmental documentation, monitoring, and reporting (e.g., air quality, biological, cultural/tribal/archeological, water quality); and participating in regulatory agency and/or public communication, meetings, and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, and the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of, strong negotiating skills for interacting with the regulatory agencies, a strong commitment to advocate, as legally allowable, for the best interests of the County, and a strong commitment to meet reporting deadlines. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

d. Mitigation

Assist the County in their compliance with environmental mitigation measures established on all pertinent permits and/or agreements for a specific project scope, master plan, or program, including but not limited to: preparing mitigation plans and success criteria; working with third party and state/federal habitat conservancies to find, negotiate, and purchase mitigation opportunities; conducting habitat preservation, creation and restoration planning, site preparation, seeding, planting, irrigation, plant and site protection (e.g., caging, fencing), in-stream silt removal/gravel replacement, maintenance, and monitoring; conducting vegetation removal planning, implementation, disposal, maintenance, and monitoring; preparing mitigation documentation and reporting; and participating in regulatory agency and/or public communication, meetings and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds, and Federal and State agencies' laws, rules, regulations, guidelines and policies

regarding compensatory mitigation and habitat restoration in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall have sufficient expertise to seamlessly maintain continuity on ongoing mitigation projects, including but not limited to those that started prior to this contract with the Consultant. They shall also possess, and preferably have a proven track record of, strong negotiating skills for interacting with the regulatory agencies, a strong commitment to advocate, as legally allowable, for the best interests of the County, and a strong commitment to meet reporting deadlines. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

e. Community Outreach and Public Relations

Assist the County with community outreach and public relations as necessitated by a specific project scope, master plan or program. The goals of the effort are to: engage, involve, inform, and educate the wide range of stakeholders (e.g., community members, activists, regulators, elected officials, the media) about the purpose, scope, concepts, environmental issues or other technical issues of the project/master plan/program; and build trust and credibility with the stakeholders for the project/master plan/program. The Consultant's tasks may include but not be limited to: defining the nature, scope, expected and actual output of public participation activities; developing public participation plans and promotions; arranging for and handling the logistics of community meetings (e.g., identifying and securing meeting venues, audio/visual equipment, tables and chairs; making and posting signs; providing refreshments; signing in meeting attendees; facilitating meetings); preparing public outreach materials (e.g., fact sheets, e-newsletters, pamphlets, press releases, advertisements, public notices, flyers); and preparing meeting summaries and responses to questions. Maintaining and enhancing stakeholder trust and credibility with them will be critical to the success of these projects, master plans and programs, since they will likely undergo close scrutiny. The Consultant shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, and a proven track record of experience with controversial public agency projects in Southern California; responding to stakeholders' misconceptions of projects and their impacts; and responding to potentially disruptive stakeholder actions or behaviors. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of, a strong commitment in representing the best interests of the County. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

f. Water Quality Monitoring

Assist the County in their compliance with water quality regulations and permits, as necessitated by drinking water, stormwater, and wastewater requirements, including but not limited to: water quality monitoring, sampling, testing, and reporting; identification of water testing laboratories sufficient to meet the testing requirements; and coordination with the water testing laboratories regarding water quality analyses, monitoring, and reporting. Consultants shall be capable of providing these services through the use of their staff, subcontractors, and/or laboratories. Reporting of water quality analytical results and QA/QC data to comply with the County's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit No. CAS004001 shall be done in California Environmental Data Exchange Network (CEDEN) electronic format in accordance with 40 CFR Part 122.41 and the County's NPDES MS4 Permit, Section XIV —Standard Monitoring and Reporting Provisions of Attachment E, located at:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/los_angeles_ms4/2016/R4-2012-0175-Att_E_amended.pdf

The Consultant shall identify laboratories that can be utilized for water quality analysis based on drinking water, stormwater, and wastewater standards. A list of key constituents frequently analyzed is included (Exhibit B). Public Works makes no guarantee of the completeness of the list. These laboratories shall meet the following requirements:

- Environmental Laboratory Accreditation Program (ELAP) certification.
- Drinking Water: All analyses shall be required to be conducted in accordance with Title 22 of the California Code of Regulations for Domestic Water Quality and Monitoring Regulations [CCR Title 22, Section 64400], Disinfectant Residuals, Disinfection Byproducts, and Disinfection Byproduct Precursors [CCR Title 22, Section 64530], California Waterworks Standards [CCR Title 22, Section 645511, and Lead and Copper Monitoring [CCR Title 22, Section 64670].
- Stormwater: Analyses requirements are included in the NPDES MS4 Permit No. CAS004001, Monitoring and Reporting Program No. CI-6948 for Order R4-2012-0175, Attachment E, Section XIV —Standard Monitoring and Reporting Provisions. Some key highlights are indicated below:
 - All analyses must be conducted according to test procedures approved under 40 CFR Part 136 for the analysis of pollutants, unless other test procedures are required under 40 CFR subchapter N or O.
 - Analyses shall be conducted by a laboratory that has participated in, or is committed to participating in "Intercalibration Studies" for storm

ATTACHMENT 1

water pollutant analysis conducted by the Stormwater Monitoring Coalition (Stormwater Monitoring Coalition Laboratory Document, Technical Report 420 (2014).

- Water Column Toxicity testing shall be conducted in accordance with the State Water Resources Control Board's Policy for Toxicity Assessment and Control, and as indicated in NPDES MS4 Permit No. CAS004001, Attachment E, Section XII - Aquatic Toxicity Monitoring Methods.
- Wastewater: All analyses shall be required to be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants" [40 CFR Part 136] promulgated by the U.S. Environmental Protection Agency. [CCR Title 23, Section 2230].

Note: Requirements can be met by a single laboratory or a combination of laboratories identified in the proposal.

DELIVERABLES

Deliverables will vary and will be determined by Public Works for each project.

SCHEDULE

Work shall be performed on an as-needed basis. Specified services required for a project will be assigned to the Consultant through the issuance of Task Orders on an as-needed basis.

When specified services are needed, the County will request the Consultant (through Task Orders) to prepare a work plan, a list of the tasks/deliverables, project team components, project schedule and a cost estimate of the task order for the County to review and approve. No work will proceed until a Notice to Proceed is issued by the County for each task order. No optional tasks will be conducted without prior approval from the County.

COMPENSATION

The Consultant's total basic service fee shall not exceed \$5,818,000. The Consultant shall submit monthly invoices for review and approval by the County. The Consultant shall be compensated monthly, based on work completed or certain milestone completion date and approval by the County. *Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. County Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying. Mileage is not reimbursable, unless pre-approved in writing by County.*

Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's Schedule of Prices (**ATTACHMENT 3**). The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in Section 3e of this Contract.

- *Public Works will not pay a mark-up on hourly rates for the services of any subconsultants that were included in Consultant's original proposal.*
- *Public Works will not pay a mark-up on hourly rates for the services of any Consultant employee or subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract; or,*
- *If California Department of Fish and Wildlife or any of the other regulatory agencies whom the County must obtain permits from, determines the selected employees or subconsultants to be unqualified to provide the services covered under this Contract.*
- *Consultant must have prior written permission from Public Works to use any subconsultants or staff not included in Consultant's original proposal.*

Invoices shall conform to Public Works' Invoicing Instructions.

Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

Any related-work requested but not listed under the Scope of Services or the Schedule of Prices shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County only if pre-approved in writing by the County.

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

ATTACHMENT 2

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

ATTACHMENT 2

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

ATTACHMENT 2

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

Schedule of Prices
Los Angeles County Department of Public Works
Water Resources Core Service Area
As-Needed Environmental Services Contract

12/06/2017

ECORP Consulting, Inc.

Title	Rate
Principal/Supervisor/Administrator	185.00
QA/QC Manager	180.00
Technical Specialist Manager	160.00
Senior Project Manager	155.00
Project Manager	140.00
Principal Engineer/Environmental Planner	175.00
Senior Engineer/Environmental Planner	165.00
Engineer/Environmental Planner	125.00
Associate Engineer/Environmental Planner	117.00
Assistant Engineer/Environmental Planner	95.00
Principal Biologist/Wildlife Biologist/Botanist	160.00
Senior Biologist/Wildlife Biologist/Botanist	150.00
Biologist/Wildlife Biologist/Botanist	120.00
Associate Biologist/Wildlife Biologist/Botanist	100.00
Assistant Biologist/Wildlife Biologist/Botanist	90.00
Biological Field Monitor	90.00
Principal Ecologist/Restoration Ecologist	160.00
Senior Ecologist/Restoration Ecologist	150.00
Ecologist/Restoration Ecologist	120.00
Associate Ecologist/Restoration Ecologist	100.00
Assistant Ecologist/Restoration Ecologist	90.00
Senior Cultural Resources Specialist/Manager	170.00
Cultural Resources Specialist/Manager	160.00
Associate Cultural Resources Specialist	110.00
Assistant Cultural Resources Specialist	90.00
Principal Archaeologist/Paleontologist	160.00
Senior Archaeologist/Paleontologist	135.00
Archaeologist/Paleontologist	110.00
Associate Archaeologist/Paleontologist	100.00
Assistant Archaeologist/Paleontologist	90.00
Archaeo/Paleo Field Monitor	90.00

ATTACHMENT 3

ECORP Consulting, Inc.**(Continued)**

Senior Regulatory Permitting Specialist	160.00
Regulatory Permitting Specialist	150.00
Associate Regulatory Permitting Specialist	120.00
Principal Air/Noise Specialist	145.00
Air/Noise Specialist	110.00
Associate Air/Noise Specialist	100.00
Principal Hydrology Engineer/Scientist	220.00
Senior Hydrologist/Water Quality Specialist	175.00
Associate Hydrologist/Water Quality Specialist	120.00
Assistant Hydrologist/Water Quality Specialist	110.00
GIS/CAD Specialist	150.00
Assistant GIS/CAD Specialist	120.00
Certified Arborist	110.00
Project Accountant	105.00
Technical Writer/Editor	85.00
Administrative Assistant/Word Processor	70.00

Avance Public Outreach and Communications

Title	Rate
Public Outreach Specialist	\$ 100.00
Assistant Public Outreach Specialist	\$ 80.00

Babcock

Title	Rate
Principal/Supervisor/Administrator	300.00
QA/QC Manager	200.00
Senior Project Manager	200.00
Project Manager	150.00

Geosyntec Consultants

Title	Rate
Senior Principal Hyrdology Engineer/Scientist	264.00
Principal Hydrology Engineer/Scientist	242.00
Senior Hydrologist/Water Quality Specialist	221.00
Project Hydrologist/Water Quality Specialist	199.00
Hydrologist/Water Quality Specialist	172.00
Senior Staff Hydrologist/Water Quality Specialist	151.00
Associate Hydrologist/Water Quality Specialist	129.00
Senior Principal Geology/Geotechnical/Soils Specialist/Engineer	264.00
Principal Geology/Geotechnical/Soils Specialist/Engineer	242.00
Senior Geology/Geotechnical/Soils Specialist/Engineer	221.00
Project Geology/Geotechnical/Soils Specialist/Engineer	199.00
Geology/Geotechnical/Soils Specialist/Engineer	172.00
Senior Staff Geology/Geotechnical/Soils Specialist/Engineer	151.00
Associate Geology/Geotechnical/Soils Specialist/Engineer	129.00
GIS Specialist	129.00
Assistant GIS Specialist	118.00
Technical Writer/Editor	70.00
Administrative Assistant/Word Processor	70.00
Graphic Artist	142.00

Katherine Padilla & Associates (KPA)

Title	Rate
Principal/Supervisor/Administrator	205.00
Senior Project Manager	175.00
Project Manager	170.00
Public Outreach Specialist	175.00
Assistant Public Outreach Specialist	80.00
Administrative Assistant/Word Processor	80.00
Graphic Artist	140.00

Leatherman BioConsulting, Inc.

Title	Rate
Principal Biologist/Wildlife Biologist/Botanist	95.00
Senior Biologist/Wildlife Biologist/Botanist	85.00
Biologist/Wildlife Biologist/Botanist	75.00
Associate Biologist/Wildlife Biologist/Botanist	65.00
Biological Field Monitor	65.00
Senior Ecologist/Restoration Ecologist	85.00
Ecologist/ Restoration Ecologist	75.00
Associate Ecologist/Restoration Ecologist	65.00

Natures Image, Inc.

Title	Rate
Principal/Supervisor/Administrator	300.00
Project Manager	150.00
Certified Arborist	200.00
Certified Pesticide/Herbicide Applicator	150.00
Administrative Assistant/Word Processor	65.00
Landscape/Irrigation Senior Foreman*	150.00
Landscape/Irrigation Laborer*	140.00
Landscape Hydroseeder*	150.00
Landscape/Irrigation Tender*	60.00
Landscape Operating Engineer*	175.00
Landscape Maintenance Senior Foreman*	80.00
Landscape Maintenance Foreman- Maintenance Work*	68.00
Landscape Maintenance Laborer*	51.00
Teamster Group III*	185.00
Group 2 Laborer*	168.00
Senior Tree Trimmer*	100.00
Tree Maintenance Laborer- Tree Trimmer*	85.00
Tree Maintenance Laborer- Groundsperson*	75.00
Truck Driver - For Mobilizing Equipment only. Not for Work on the jobsite.)	120.00

(*)Classifications include payment of Straight-Time, State Prevailing Wage rates as determined by the California Department of Industrial Relations. Consideration and/or Payment of Federal Prevailing wage is not included. Rates are applicable for work during regular business hours 7:00 AM- 3:30 PM Monday-Friday. Work will not be performed when payment of Overtime and/or Holiday wages are required.

ATTACHMENT 3

Ninyo & Moore

Title	Rate
Principal/Supervisor/Administrator	178.00
Technical Specialist Manager	168.00
Senior Project Manager	163.00
Project Manager	156.00
Principal Geology/Geotechnical/Soils Specialist/Engineer	178.00
Geology/Geotechnical/Soils Specialist/Engineer	168.00
Associate Geology/Geotechnical/Soils Specialist/Engineer	142.00
GIS Specialist	92.00
Administrative Assistant/Word Processor	68.00
Rain Gauge Rental - per day	60.00
pH Meter Rental - per day	25.00
Turbidity Meter Rental - per day	25.00
VOCs Analysis by EPA 8260 - per sample	90.00
TPH Analysis by EPA 88015M - per sample	45.00
Metals Analysis by EPA 6000/7000 - per sample	70.00

Paleo Solutions, Inc.

Title	Rate
Principal/Supervisor/Administrator	190.00
QA/QC Manager	155.00
Senior Project Manager	170.00
Project Manager	135.00
Cultural Resources Specialist/Manager	135.00
Associate Cultural Resources Specialist	90.00
Senior Archaeologist/Paleontologist	145.00
Archaeologist/Paleontologist	90.00
Archaeo/Paleo Field Monitor	75.00
GIS/CAD Specialist	100.00
Assistant GIS/CAD Specialist	85.00
Technical Writer/Editor	85.00
Administrative Assistant/Word Processor	70.00

TerraCosta Consulting Group

Title	Rate
Principal/Supervisor/Administrator	190.00
QA/QC Manager	190.00
Technical Specialist Manager	175.00
Senior Project Manager	175.00
Project Manager	135.00
Principal Hydrology Engineer/Scientist	190.00
Hydrologist/Water Quality Specialist	160.00
Associate Hydrologist/Water Quality Specialist	130.00
Principal Geology/Geotechnical/Soils Specialist/Engineer	190.00
Geology/Geotechnical/Soils Specialist/Engineer	175.00
Associate Geology/Geotechnical/Soils Specialist/Engineer	130.00
Administrative Assistant/Word Processor	80.00
Graphic Artist	105.00

Test America

Title	Rate
Principal/Supervisor/Administrator	250.00
Technical Specialist Manager	185.00
Senior Project Manager	140.00
Project Manager	115.00
Principal Hydrology Engineer/Scientist	110.00
Hydrologist/Water Quality Specialist	95.00
Associate Hydrologist/Water Quality Specialist	85.00
Principal Geology/Geotechnical/Soils Specialist/Engineer	110.00
Geology/Geotechnical/Soils Specialist/Engineer	95.00
Associate Geology/Geotechnical/Soils Specialist/Engineer	85.00
Intern	55.00
Administrative Assistant/Word Processor	65.00

WSP

Title	Rate
Principal/Supervisor/Administrator	226.00
QA/QC Manager	240.00
Technical Specialist Manager	185.00
Senior Project Manager	200.00
Project Manager	170.00
Environmental Planner	152.00
Associate Environmental Planner	130.00
Water Resources Planning Specialist	165.00
Associate Water Resources Planning Specialist	131.00
Principal Air/Noise Specialist*	157.50
Air/Noise Specialist*	153.00
Associate Air/Noise Specialist*	111.00
Hydrologist/Water Quality Specialist	131.00
Associate Hydrologist/Water Quality Specialist	122.00
Principal Stormwater/Water Quality Specialist	212.00
Stormwater/Water Quality Specialist	165.00
Associate Stormwater/Water Quality Specialist	131.00
Principal Traffic/Transportation Engineer	235.00
Traffic/Transportation Engineer	100.00
Associate Traffic/Transportation Engineer	83.00
GIS Specialist	113.00
Assistant GIS Specialist	101.00
Intern	55.00
Technical Writer/Editor	85.00
Administrative Assistant/Word Processor	80.00
Principal Hazardous Materials Specialist	183.00
Hazardous Materials Specialist	168.00
Associate Hazardous Materials Specialist	112.00

* Includes climate change and greenhouse gas.

These prices begin on the date of the full execution of the contract.

Prices may only be adjusted per the County's Cost of Living Adjustment (COLA) policy as defined in the contract.

Mileage is not reimbursable. Special circumstances may be authorized, if pre-approved in writing by County.

The Consultant shall be compensated monthly, based on work completed and approval by the County. Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services.

The hourly rates listed above include overhead costs, such as mileage, portal-to-portal pay, copying, phone calls, meals, supplies, and other office equipment.

Any related-work requested but not listed in the schedule of fees shall be negotiated by the County and the Consultant and may include an additional charge of up to 10% as approved in writing by the County.

Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying. Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred with receipts. Invoices shall provide names and classifications of every staff who performed the tasks.

Other Directs Costs and Lab Analysis Fees



BABCOCK Laboratories, Inc.

The Standard of Excellence for Over 100 Years

Price List

6100 Quail Valley Court
Riverside, CA 92507-0704
P 951 653 3351
F 951 653 1662
www.babcocklabs.com

Babcock Laboratories, Inc. Terms & Conditions

COMPANY INFORMATION

Babcock Laboratories, Inc. (ESB) provides accurate analysis of drinking water, wastewater, groundwater, storm water, soils, hazardous materials and food and beverages. Founded in 1906, Babcock Labs has provided analytical services for over 100 years. ESB combines comprehensive environmental testing services with personalized service to handle all of your environmental testing needs. ESB retains the following certifications: California ELAP #2698 and ISO 17025:2005 (certificate number: 3232.01) through A2LA. For specific method and analyte certification information, click "Qualifications" on our website at www.babcocklabs.com.

PAYMENT TERMS AND CONDITIONS

Prepayment is required for all first time clients. Payment terms are net 30 days of invoice date, upon approved credit. A finance charge of 1.5%/mo (18% annually) will be applied to all unpaid balances 30 days past the due date. The minimum charge is \$10. Delinquent accounts will be on a prepayment/C.O.D. basis only. Past Due under this contract is not dependent upon receipt of payment by clients' third party and/or user, and client is solely responsible for timely payment of all invoices not withstanding payment or non-payment by any said third party and/or user.

AVAILABLE SERVICES

Courier services, sample bottle kits, Chain of Custody forms, seals & labels.

REPORTING

A Standard QC package, when requested, may contain any combination of the following: Method Blank (MB), Lab Control Sample (LCS), Lab Control Sample Duplicate (LCSD), Matrix Spike (MS), Matrix Spike Duplicate (MSD), Sample Duplicate (DUP), and/or Surrogate (SURR). Electronic deliverables can be provided for a nominal fee.

SPECIAL NEEDS, CHARGES

An \$80 minimum charge per submission applies. Extra charges may apply for rush analysis, special sample preparation, non-typical report format, or other non-typical customer requests or needs. Prices are based on the estimated quantities. Should the Scope of Work change, contact ESB for price verification. Additional charges may be assessed for Trip Blank analysis and samples requiring multiple dilutions due to client specific reporting requirements.

SAMPLE SUBMISSION

Before submitting a sample, new clients must fill out a New Client Information form.

Results only apply to the samples submitted.

When submitting a sample the following paperwork must be submitted.

Chain of Custody: Include sample identification, name and address, telephone and fax numbers, written instructions or list of analyses to be performed, email address, date and signature.

Price Quote: A copy of the official price quote (if obtained) must be submitted with the sample.

Samples must be submitted on ice and in the proper containers to help maintain the integrity of the sample.

All samples must be clearly labeled and identified. Instructions must be included with the sample, not separately.

ESB reserves the right to refuse samples at its discretion.

Sample turnaround time is 7-10 working days from the date of sample receipt. Standard turnaround time for hardcopy results is 5 working days from the date of verbal/email/fax results. RUSH analyses are available and should be arranged in advance.

SUBCONTRACTED ANALYSIS

Should instrumentation problems, special methods, or circumstances out of the laboratory's control occur, the project may be subcontracted to a State certified subcontract lab. Additional charges may be incurred. In addition, prices for subcontracted analysis are subject to change. Please contact your Project Manager prior to sample submittal to verify pricing and turnaround time.

SAMPLE DISPOSAL

If a sample is contaminated, either the client may take custody of the sample, or ESB will arrange for proper disposal and bill the client directly.

POLICIES

ESB's liability for any service rendered or test performed on behalf of a client is limited to the amount ESB has been paid by the client for that particular test or service. ESB will not be liable for any consequential damages allegedly sustained by the client as a result of or in connection with a test or service performed by ESB. Under no circumstance shall ESB's liability arising from or in connection with the performance of a test or service exceed the amount it was paid for that test or service. Repeat Analyses: ESB may repeat analyses per the client's request. If the repeat analyses results confirm the original results, the client may be charged for the duplicate testing. ESB may at its sole discretion destroy any and all materials in conjunction with the services rendered pursuant to this contract after a period of seven (7) years from the date that services were last provided by ESB to the client. It is the client's responsibility to advise ESB of any pending litigation that may require retention of records.

Analytical Services Table of Contents

Sample Matrix	Page
Drinking Waters, Wastewaters & Groundwaters	
Microbiology	1
Inorganics - Single Item List	2
Metals	3
Organic Analysis for Drinking Water	4
CA Title 22, Complete Requirements	5
CA Title 21, Complete Requirements for Bottled Waters	6
Disinfection By-Products and Surrogate Parameters	7
UCMR Requirements	8
Organic Analyses for Wastewaters	9
Groundwaters/Monitoring Wells	Appendix A
Additional Services	10
Soils, Solids, Oils, Sludges & Hazardous Wastes	
Assorted Analyses, Characteristics and Sample Preparation	11
Inorganic Analysis	
Metals	12
Organic Analysis	
Miscellaneous EPA Methods	13
22 CCR W.E.T.	
Extractions & Analyses	14
40 CFR T.C.L.P.	
Extractions & Analyses	15
Soils	
Fuel Tank Removal	
Miscellaneous & EPA Methods	16
Appendix A Groundwaters and Monitoring Wells	17
Appendix B Methods for Organic Determinations	18-21
Appendix C Sample Containers, Preservation & Holding Times	22-25

Drinking Waters Wastewaters & Food Microbiology

Analysis	Price
Drinking Waters	
100 mL 24 Hour Presence/Absence, MMO/MUG (SM 9223B)	\$ 40.00
100 mL 24 Hour MMO/MUG with enumeration (QuantiTray-2000)	\$ 45.00
100 mL MTF, LTB/BGB (SM 9221C)	\$ 45.00
100 mL Presence/Absence Membrane Filtration	\$ 45.00
Fecal/ <i>E. coli</i> Confirmation for MTF (SM 9221E&F)	\$ 20.00
Heterotrophic Plate Count ONLY (SM 9215B)	\$ 25.00
Wastewaters	
3 Dilution MTF Coliform Test (SM 9221B)	\$ 50.00
3 Dilution MTF Fecal Test ¹ (SM 9221E)	\$ 25.00
3 Dilution MTF <i>E. coli</i> Test ¹ (Ambient Water ONLY; SM9221F)	\$ 25.00
<i>E. coli</i> 24 Hour MMO/MUG with enumeration (QuantiTray-2000; SM9223)	\$ 60.00
Heterotrophic Plate Count ONLY (SM 9215B)	\$ 25.00
Fecal Streptococcus & Enterococcus (SM 9230B)	Ea\$ 50.00
Enterococcus 24 Hour MUG with enumeration (QuantiTray-2000)	\$ 50.00
Miscellaneous	
Speciation of Enterobacteriaceae and other gram-negatives	\$ 80.00
Salmonella (Quantified) ²	\$200.00
Iron Bacteria (Presence/Absence) (IRB-BART) ³	\$ 80.00
Plate Count on Soils and Sludges (SM 9215B) (Std. Meth. 19 th ed.)	\$ 60.00
Water Suitability	\$350.00
Inhibitory Residue	\$350.00
Bottled Beverage, Food Product & Environmental Swab Testing⁴	
Indicator Bacteria	
Lactic Acid Bacteria (CMMEF 4 th Edition, Chapter 19.571)	\$ 25.00
Total Coliform/Generic <i>E. Coli</i> (AOAC 991.14) (Petrifilm)	\$ 40.00
APC/SPC (AOAC 990.12) (Petrifilm)	\$ 20.00
Yeast & Mold (AOAC 997.02) (Petrifilm)	\$ 25.00
Pathogen Bacteria	
<i>Listeria</i> (AOAC 999.06) (Elfa by Mini VIDAS)	\$ 40.00 ⁵
<i>Salmonella</i> (AOAC 996.08) (Elfa by Mini VIDAS)	\$ 40.00 ⁵
<i>E. Coli</i> 0157:H7 (AOAC RI 060903) (Elfa by Mini VIDAS)	\$ 40.00 ⁵
<i>Staphylococcus aureus</i> (AOAC 2003-07) (Petrifilm)	\$ 40.00

¹Must be performed in conjunction with coliform test.

²Subcontracted. Price is approximate.

³Iron Related Bacteria - Biological Activity Reaction Tests

⁴ISO 17025:2005 A2LA accredited. Certificate number: 3232.01

⁵Presumptive positive results require confirmation involving additional time and a fee of \$100.00 per test.

Extra charges may apply for special sample preparation and swab testing. Contact laboratory for more information.

**Drinking Waters & Wastewaters
Inorganic Analyses
Single Item List**

Analysis	Price	Analysis	Price
Alkalinity (Includes: Hydroxide, Carbonate & Bicarbonate)	\$ 20.00	Perchlorate IC/MS(MS)	\$175.00
Boron	\$ 15.00	Perchlorate (IC)	\$ 55.00
Bromate	\$ 60.00	Petroleum Hydrocarbons (EPA 418.1)	\$ 85.00
Bromide	\$ 60.00	pH	\$ 15.00
Calcium	\$ 15.00	Phenols (Colorimetric)	\$ 40.00
Chlorate	\$ 60.00	Phenols (low level)	\$ 55.00
Chloride	\$ 15.00	Phosphorous, ortho	\$ 20.00
Chlorite	\$ 60.00	Phosphorous, total	\$ 30.00
Color	\$ 15.00	Potassium	\$ 15.00
Cyanide	\$ 45.00	Residues	
Fluoride	\$ 15.00	Total	\$ 20.00
Hardness (Includes Ca & Mg)	\$ 30.00	Dissolved	\$ 20.00
Magnesium	\$ 15.00	Fixed	\$ 20.00
MBAS	\$ 45.00	Volatile	\$ 20.00
Nitrogen		Settleable Solids	\$ 20.00
Ammonium	\$ 15.00	Residue, Suspended	
Nitrate	\$ 15.00	Total	\$ 20.00
Nitrite	\$ 15.00	Volatile	\$ 20.00
Kjeldahl	\$ 50.00	Silica	\$ 15.00
Organic (Kj-N - NH ₄ -N)	\$ 65.00	Sodium	\$ 15.00
Inorganic (NH ₄ +NO ₃ +NO ₂ as N)	\$ 45.00	Specific Electrical Conductivity (ECx10 ⁶)	\$ 15.00
Odor	\$ 15.00	Specific Gravity	\$ 25.00
Oil & Grease (EPA 1664)	\$ 50.00	Sulfate	\$ 15.00
Oxygen		Sulfide	\$ 15.00
Dissolved	\$ 15.00	TOC	\$ 45.00
BOD (5 day)	\$ 50.00	Turbidity	\$ 15.00
cBOD (5 day)	\$ 50.00		
COD	\$ 30.00		
		Minimum Charge Per Submission	\$ 80.00

**Drinking Waters & Wastewaters
Inorganic Analyses
Metals**

Analysis	EPA Method (ICP)	EPA Method (ICP/MS)	Method (Other)	Price
Aluminum (Al)	200.7	200.8		\$ 15.00
Antimony (Sb)	200.7	200.8		\$ 15.00
Arsenic (As)	200.7	200.8		\$ 15.00
Barium (Ba)	200.7	200.8		\$ 15.00
Beryllium (Be)	200.7	200.8		\$ 15.00
Boron (B)	200.7	n/a		\$ 15.00
Cadmium (Cd)	200.7	200.8		\$ 15.00
Chromium (Cr)	200.7	200.8		\$ 15.00
Chromium, Hexavalent (Cr ⁺⁶)	n/a	n/a	SM 3500CrD**	\$ 25.00
Chromium, Hexavalent (Cr ⁺⁶) (low level)	n/a	n/a	EPA 218.6**	\$ 90.00
Cobalt (Co)	200.7	200.8		\$ 15.00
Copper (Cu)	200.7	200.8		\$ 15.00
Iron (Fe)	200.7	n/a		\$ 15.00
Lead (Pb)	200.7	200.8		\$ 15.00
Manganese (Mn)	200.7	200.8		\$ 15.00
Mercury (Hg)	n/a	200.8	SM 3112B	\$ 30.00
Molybdenum (Mo)	200.7	200.8		\$ 15.00
Nickel (Ni)	200.7	200.8		\$ 15.00
Selenium (Se)	200.7	200.8		\$ 15.00
Silver (Ag)	200.7	200.8		\$ 15.00
Thallium (Tl)	200.7	200.8		\$ 15.00
Tin (Sn)	200.7	n/a		\$ 15.00
Titanium (Ti)	200.7	n/a		\$ 15.00
Vanadium (V)	200.7	200.8		\$ 15.00
Zinc (Zn)	200.7	200.8		\$ 15.00

**Hexavalent Chromium can be performed by one of two methods: 1) Standard Methods SM 3500CrD with a reporting limit of 10 ppb, or 2) EPA 218.6 with a reporting limit of 1 ppb.

**Drinking Waters
Organic Analyses
EPA Method Groupings**

Analysis	Price
EPA Method 524.2	
Volatile Halocarbons & Aromatics (California CDPH Regulated and Unregulated Compounds)	\$200.00
Total Trihalomethanes	\$ 75.00
Maximum Potential Trihalomethanes or Formation Potential THMS	\$125.00
Oxygenates only	\$120.00
EPA Method 504.1	
EDB & DBCP	\$ 85.00
EPA Method 508	
Organochlorine Pesticides & PCB's (California CDPH Regulated and Unregulated Compounds)	\$150.00
EPA Method 515.3	
Chlorinated Herbicides & Pentachlorophenol (California CDPH Regulated and Unregulated Compounds)	\$175.00
EPA Method 525.2	
DEHP, DEHA and Benzo(a)pyrene	\$175.00
Nitrogen & Phosphorus Pesticides	\$150.00
Federal UCMR 3 List	See Page 8
EPA Method 531.1	
N-Methyl Carbamates (California CDPH Regulated and Unregulated Compounds)	\$175.00*
EPA Method 547	
Glyphosate	\$175.00*
EPA Method 548.1	
Endothall	\$175.00
SM 6251B	
Haloacetic Acids	\$120.00
CA DHS SRLB	
1,2,3-Trichloropropane (1,2,3 - TCP)	\$100.00

*Subcontracted. Price is approximate.

**Drinking Waters
California Title 22/SDWA
Complete Requirements¹**

Analysis	Price
Microbiological (Presence Absence – Coliform)	\$ 40.00
General Mineral (Includes: Bicarbonate, Carbonate, Hydroxide, Total Alkalinity, Calcium, Chloride, Copper, MBAS, Iron, Potassium, Magnesium, Manganese, pH, Sodium, Sulfate, Specific Conductance, Total Dissolved Solids, Total Hardness and Zinc. Corrosivity [Aggressive and Langlier Index] can be calculated with this package at no additional cost.)	\$220.00
Inorganic Chemical (Includes: Aluminum, Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Nitrate, Nitrite, Selenium, Silver, Fluoride, Antimony, Beryllium, Nickel, Thallium, Cyanide and Perchlorate.)	\$275.00
General Physical	\$ 30.00
Radiochemistry (Gross Alpha Only)	\$ 50.00*
Uranium	\$ 45.00
Asbestos	\$200.00*
EPA Organic Methods	
524.2	Volatiles \$200.00
504.1	EDB and DBCP \$ 85.00
508	Chlorinated Pesticides & PCB's as DCP \$150.00
515.3	Chlorinated Acid Herbicides \$175.00
525.2	DEHP, DEHA, Benzo(a)Pyrene \$175.00
525.2	Nitrogen & Phosphorus Pesticides \$150.00
531.1	Carbamates \$175.00
547	Glyphosate \$175.00
548.1	Endothall \$175.00
549.1	Diquat \$150.00*
1613	Dioxin (2,3,7,8 TCDD) \$550.00*

¹ Note: Individual requirements vary according to vulnerability.

*Subcontracted. Price is approximate.

**Drinking Waters
California Title 21/CDPH Food & Drug Branch
Complete Requirements¹**

Analysis	Price
Group I Physical (Includes: Color, Odor, Turbidity and Total Dissolved Solids)	\$ 50.00
Group II Chemical Substance 1 (Includes: Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Chloride, Chromium, Copper, Cyanide, Fluoride, Iron, Lead, Manganese, Mercury, Nickel, Nitrate-N, Nitrite-N, Phenols, Selenium, Silver, Sulfate, Thallium and Zinc)	\$445.00
Group III Chemical Substance 2 (Includes: EPA Method 524.2 for VOCs)	\$200.00
Group IV Chemical Substance 3 (Includes: Non-Volatile SOCs listed below)	
EPA 504.1 EDB and DBCP	\$ 85.00
EPA 508 Chlorinated Pesticides & PCB's as DCP	\$150.00
EPA 515.3 Chlorinated Acid Herbicides	\$175.00
EPA 525.2 DEHP, DEHA, Benzo(a)Pyrene	\$175.00
EPA 525.2 Nitrogen & Phosphorus Pesticides	\$150.00
EPA 531.1 Carbamates	\$175.00*
EPA 547 Glyphosate	\$175.00*
EPA 548.1 Endothall	\$175.00
EPA 549.1 Diquat	\$150.00*
EPA 1613 Dioxin (2,3,7,8 TCDD)	\$550.00*
Group V Radioactivity² (Includes: Gross Alpha and Beta particle activity and Radium 228)	\$365.00*
Group VI Bacteriological (Presence Absence - Coliform)	\$ 40.00
Group VII Disinfection Byproducts and Residual Disinfectants³ (Includes: Bromate, Chlorite, HAAs, Chloramine, Chlorine, Chlorine Dioxide)	\$315.00

¹ Note: Individual requirements vary according to vulnerability (see CDPH website).

² If gross alpha is <5pCi/L, Radium 226 does not have to be analyzed. Determine only Radium 228. If gross alpha is <15pCi/L, uranium does not have to be analyzed. If these tests are required additional costs will apply.

³ Residual disinfectants and DBP's: (1) Source Water – Firms that do not use a public water system as the source of their water and whose source water has not been treated with a chlorine-based disinfectant or ozone, do not have to test their source water for residual disinfectants and DBP's. Firms that do not use a public water system as the source of their water but whose source water has been treated with a chlorine-based disinfectant or ozone, must test their source water for the residual disinfectants and the DBP's. (2) Product water (Bottled Water) – Test annually for residual disinfectants and DBP's.

*Subcontracted. Price is approximate.

**Drinking Waters
Disinfection By-Products and Surrogate Parameters**

Analysis	Method	Price
UV254	SM 5910	\$ 50.00
Total Organic Carbon	SM 5310B	\$ 45.00
Total Organic Halogen	SM 5320B	\$110.00*
Inorganic DBPs:	EPA 300.1	\$240.00
Chlorite		
Bromate		
Chlorate		
Bromide		
Haloacetic Acids:	SM 6251B	\$120.00
Monochloroacetic Acid		
Monobromoacetic Acid		
Dichloroacetic Acid		
Trichloroacetic Acid		
Bromochloroacetic Acid		
Dibromoacetic Acid		
Trihalomethanes:	EPA 524.2	\$ 75.00
Chloroform		
Bromodichloromethane		
Dibromochloromethane		
Bromoform		

*Subcontracted. Price is approximate.

Drinking Waters

Federal Unregulated Contaminant Monitoring Rule (UCMR 3)*

Analysis	Method	Price
List 1: Assessment Monitoring		
Metals (Cr, Co, Mo, Sr, V)	EPA 200.8	\$100.00
Chromium VI	EPA 218.7	\$100.00
Chlorate	EPA 300.1	\$65.00
1,4- Dioxane	EPA 522	\$225.00
Volatile Organic Compounds (7 analytes)	EPA 524.3	\$125.00
Perfluorinated Compounds (6 analytes)	EPA 537	\$325.00
List 2: Screening Survey		
Hormones (7 analytes)	EPA 539	\$325.00

Please call laboratory for special sampling, preservation and handling of samples.

**Wastewaters
Organic Analyses
EPA Method Groupings**

Analysis	Price
<u>Volatiles</u>	
EPA Method 624	\$225.00
<u>Semi-Volatiles</u>	
EPA Method 625	\$375.00
Base Neutral & Acid Extractables (2,3,7,8-TCDD Screening is included when requested)	
<u>Pesticides and Herbicides</u>	
EPA Method 608	\$200.00
Pesticides and PCB's	
EPA Method 515.3	\$175.00
Chlorophenoxy Herbicides (Includes EPA Method 615 and 1658 compounds)	
EPA Method 8141	\$175.00
Organophosphorus Pesticides (Includes EPA Method 614, 622, and 1657 compounds)	

Note: Modifications used when appropriate, e.g., use of capillary columns and alternate detectors.

Additional Services

Sampling Services	Price
Composite Sampling*	
Sampler Rental (per 24 hour period)	\$ 60.00
Flow Meter (per 24 hour period)	\$ 55.00
Hourly Sampling Charge	\$ 75.00
Minimum charge is \$150.00 (2 hours) Distribution System and New Construction samples will be charged a minimum rate of 4 hours <u>plus</u> travel and sampling time.	
*Please note: Sampling equipment is <u>not</u> available as a separate rental.	
Groundwater Monitoring	
Submersible 2" <i>Grundfos</i> Pump, 100'	\$ 25.00/hr.
120 V Generator (gasoline; recoil) (w/o fuel)	\$ 20.00/hr.
240 V Generator (gasoline; electric start) (w/o fuel)	\$ 20.00/hr.
Electronic Depth Sounder	\$ 10.00/hr.
On-Site Testing	
Chlorine Residual (per sample)	\$ 15.00
Electrical Conductivity, pH, & Temperature (per location)	\$ 30.00
Field Filtration & Preservation (per sample)	\$ 20.00
Shipping (per package, normal ground 3-5 day)	\$ 20.00
Archive Retrieval	\$ 30.00/hr.
Custom Electronic Deliverables	Call for Quote
Sample Disposal (for samples requiring special disposal, i.e. hazardous)	\$160.00/sample
Sample Storage (for samples requiring storage for more than 6 weeks)	\$ 25.00/month

**Soils, Solids, Oils, Sludges & Hazardous Wastes
Assorted Analyses
Characteristics & Sample Preparation**

Analysis	Method	Price
Characteristics		
Ignitability, Flash Point	EPA 1010	\$ 30.00
Free Liquids Test	EPA 9095/1311	\$ 15.00
pH	EPA 9040/9045	\$ 15.00
Specific Conductance (liquids only)	EPA 9050	\$ 15.00
Organic Matter (OM) - Solids	Loss on Ignition	\$ 25.00
	Dichromate Reduction	\$ 40.00
Total Organic Carbon (TOC)	Combustion/IR	\$ 75.00
Total Organic Carbon (TOC) – Groundwater	EPA 9060/SM 5310B	\$ 45.00
Water Content (solids)	Gravimetric	\$ 20.00
Soil Corrosion (pH, Redox, Sat. Res., Sulfide)		\$ 80.00
Sample Preparation (Extracts, Digestions & Clean Up)		
Total Acid Digest or Dry Ash (metals)	EPA 3000 series	\$ 20.00
Bomb Combustion (anion determination)	EPA 5050	\$ 50.00
W.E.T. (citrate)	22 CCR 66261.24	\$ 40.00
W.E.T. (water for Cr ⁺⁶)	22 CCR 66261.24	\$ 40.00
TCLP (non-volatiles)	EPA 1311	\$ 50.00
TCLP (volatiles-ZHE)	EPA 1311	\$100.00
Organic Extraction & Clean-up	EPA 3500 & 3600	included in analysis
Water Extract	1:10 Ratio	\$ 20.00
Inorganic Non-Metals & Bacteriology		
Anions (Cl, NO ₃ , SO ₄)	EPA 9056/300.0	\$ 15.00 ea.
Chlorine, Total (in oils)	EPA 9076	\$200.00
Coliform, Total	SM 9221B	\$ 50.00
Coliform, Fecal (in addition Total Coliform)	SM 9221E	\$ 25.00
Cyanide, Total	EPA 9012A	\$ 55.00
Cyanide, Amenable to chlorination	EPA 9012A	\$ 55.00
Fluoride, Total	EPA 340.2/9214	\$ 55.00
Perchlorate (soils only)	EPA 9058	\$100.00
Perchlorate by IC/MS(MS)	EPA 6860	\$175.00
Sulfide, Water Extractable	SM 4500-52-D	\$ 35.00

**Soils, Solids, Oils, Sludges & Hazardous Wastes
Inorganic Analyses
Metals**

Analysis	EPA Method (ICP)	EPA Method (ICPMS)	EPA Method (Other)	Price
Metals				
Aluminum (Al)	6010	6020		\$ 15.00
Antimony (Sb)	6010	6020		\$ 15.00
Arsenic (As)	6010	6020		\$ 15.00
Barium (Ba)	6010	6020		\$ 15.00
Beryllium (Be)	6010	6020		\$ 15.00
Boron (B)	6010	n/a		\$ 15.00
Cadmium (Cd)	6010	6020		\$ 15.00
Chromium (Cr)	6010	6020		\$ 15.00
Chromium, hexavalent (Cr ⁺⁶)	n/a	n/a	7199	\$ 90.00
Chromium, hexavalent (Cr ⁺⁶)	n/a	n/a	7196	\$ 15.00
Cobalt (Co)	6010	6020		\$ 15.00
Copper (Cu)	6010	6020		\$ 15.00
Iron (Fe)	6010	n/a		\$ 15.00
Lead (Pb)	6010	6020		\$ 15.00
Manganese (Mn)	6010	6020		\$ 15.00
Mercury (Hg)	n/a	6020	7470/7471	\$ 30.00
Molybdenum (Mo)	6010	6020		\$ 15.00
Nickel (Ni)	6010	6020		\$ 15.00
Selenium (Se)	6010	6020		\$ 15.00
Silver (Ag)	6010	6020		\$ 15.00
Thallium (Tl)	6010	6020		\$ 15.00
Tin (Sn)	6010	6020		\$ 15.00
Vanadium (V)	6010	6020		\$ 15.00
Zinc (Zn)	6010	6020		\$ 15.00

**Soils, Solids, Oils, Sludges, & Hazardous Wastes
Organic Analyses
Miscellaneous EPA Methods**

Analysis	Method	Price
General Organics		
Oil & Grease, Total Recoverable	EPA 9070/9071	\$100.00
Phenolics, total	EPA 9066	\$ 55.00
TOC		(See Page 11)
Chromatographic Organics		
EDB and DBCP	EPA 8011	\$ 85.00
Volatile Organics (GC/MS)	EPA 8260	\$225.00
Volatile Organics <i>listed in</i> EPA Methods: 8015, 8030 and 8031	EPA 8260	See Appendix B
Volatile Organics (Oxygenates only)	EPA 8260	\$120.00
Semi-Volatile Organics	EPA 8270	\$375.00*
Semi-Volatile Organics <i>listed in</i> EPA 8000 series methods	EPA 8270	See Appendix B
Pesticides & Arochlors		
Organochlorine (PCB's <i>not</i> included)	EPA 8081	\$100.00
Polychlorinated Biphenyls (PCB's)	EPA 8082	\$100.00
Organochlorine Pesticides plus PCB's	EPA 8081 & 8082	\$200.00
Organophosphorus Pesticides	EPA 8141/8270	\$175.00
Chlorophenoxy Herbicides	EPA 8151	\$175.00

Note: All prices include secondary column or GC/MS confirmation, when required.
Travel blanks & field equipment blanks are charged as samples.

*Target analyte list to be supplied by client. \$375.00 price is for EPA priority pollutant list (not including 2, 3, 7, 8 -TCDD, chlorinated Pesticides & PCB's).

**Soils, Solids, Oils, Sludges & Hazardous Wastes
22 CCR W.E.T.
Extractions & Analyses**

Analysis	Price	
Non-Volatiles Extraction (Water)	\$ 40.00	
Hexavalent Chromium (Cr ⁺⁶)	\$ 25.00	
Non-Volatiles Extraction (Citrate)	\$ 40.00	
Metals:	\$270.00	
Antimony	Cobalt	Selenium
Arsenic	Copper	Silver
Barium	Lead	Thallium
Beryllium	Mercury	Vanadium
Cadmium	Molybdenum	Zinc
Chromium	Nickel	
EPA Method 8081/8082		\$200.00
Aldrin	DDT	Methoxychlor
Chlordane	Dieldrin	PCB's
DDD	Endrin	Toxaphene
DDE	Heptachlor	
EPA Method 8151		\$175.00
2,4-D and Silvex (2,4,5, TP)		
EPA Method 8270		\$200.00
Kepone, Mirex, Pentachlorophenol & 2, 3, 7, 8-TCDD (Dioxin Scan per EPA 625)		
EPA Method 8260		\$100.00
TCE		
EPA Method 9214		\$ 55.00
Fluoride		
TOTAL CCR W.E.T. Analysis		\$1105.00
(Excluding Asbestos & Dioxin Confirmation)		
Asbestos & 2,3,7,8-TCDD (Dioxin Confirmation by EPA Method 8280)		Upon Request
Samples are sent to a DHS approved laboratory.		

**Soils, Solids, Oils, Sludges & Hazardous Wastes
40 CFR T.C.L.P.
Extractions & Analyses**

Analysis	Price
Non-Volatiles Extraction	\$ 50.00
Metals:	\$ 135.00
Arsenic	Chromium
Barium	Lead
Cadmium	Mercury
	Selenium
	Silver
EPA Method 8081	
Chlordane	Heptachlor Epoxide
Endrin	Lindane
Heptachlor	Methoxychlor
	Toxaphene
EPA Method 8151	
2,4-D and Silvex	
EPA Method 8270	
p, m & o-Cresols	Hexachloroethane
2, 4-Dinitrotoluene	Nitrobenzene
Hexachlorobenzene	Pentachlorophenol
Hexachloro-1, 3-Butadiene	Pyridine
	2, 4, 5-Trichlorophenol
	2, 4, 6-Trichlorophenol
Volatiles Extraction (ZHE) Zero Headspace	\$ 100.00
EPA Method 8260	\$ 225.00
Benzene	1, 4-Dichlorobenzene
Carbon Tetrachloride	1, 2-Dichloroethane
Chlorobenzene	1, 1-Dichloroethylene
Chloroform	MEK
	PCE
	TCE
	Vinyl Chloride
TOTAL T.C.L.P. Analysis	\$1160.00

**Soils
Fuel Tank Removal
Miscellaneous & EPA Methods**

Analysis	Method	Price
Total Petroleum Hydrocarbons (TPH) Total Recoverable Petroleum Hydrocarbons	Spectrophotometric	\$ 85.00
Total Volatile Hydrocarbons (EPA 8015) Gasoline Range Organics (GRO) only	GC/FID	\$ 60.00
Total Semi-Volatile Hydrocarbons (EPA 8015) Diesel Range Organics (DRO) only	GC/FID	\$ 60.00
EPA Method 8260 Benzene, Toluene, Xylenes & Ethylbenzene (B-T-X-E and MTBE)	GC/MS	\$120.00
Total Lead (Pb)	Acid Digest/ICP-MS	\$ 30.00
Extractable Lead (Pb)/22 CCR §66261 (Appendix II)	W.E.T./ICP-MS	\$ 55.00

Appendix A

Groundwaters / Monitoring Wells

Note: Groundwater monitoring programs are often project and program specific. Depending on the lead regulatory authority (i.e. DTSC, RWQCB, USEPA, etc.), project plans may require a mixture of various analytical protocol. Monitoring wells usually provide aqueous samples with matrices similar to many drinking waters and wastewaters and, as such, are priced accordingly.

Analytes of Concern	Analytical Methods required found in:	Analyte Priced as found on page(s)
Anions and cations, residues, nutrients, demand constituents	SW 846; Drinking water methods; wastewater methods	2
Metals	SW 846 (6000 and 7000 series); Water and wastewater methods (200 series)	3
Organics	500 series, 600 series, 8000 series	Appendix B
TOC	SM 5310B	2 and 11
1,4 Dioxane	8270M	\$ 370.00
NDMA	8270M or 521	\$ 370.00

Appendix B
Methods for Organic Determinations
Numerical Listings

Method	Analyte	ESB Certified Method Used as Approved Alternative	Price	Cross-Ref. Page(s)
314.0	Perchlorate		\$ 55.00	2
314.1	Perchlorate	314.0	\$ 55.00	2
331.0	Perchlorate by HPLC/MS/MS	332.0	\$175.00	2
332.0	Perchlorate by IC/MS(MS)		\$175.00	2
415.1	TOC	SM 5310B	\$ 45.00	2
418.1	Petroleum Hydrocarbons by IR		\$ 85.00	2, 16
420.1	Phenolics		\$ 40.00	2
420.2	Phenolics (low level)		\$ 55.00	2
425.1	MBAS	SM 5540C	\$ 45.00	2
450.1	TOX	SM 5320B	Upon Request*	--
501.3	Total THM's	524.2	\$ 75.00	4, 7
502.2	Volatiles by GC	524.2	\$200.00	4, 5
504.1	EDB, DBCP		\$ 85.00	4, 5, 6
505	Chlorinated Pesticides & PCB's	508	\$150.00	4
506	Phthalates & Adipates	525.2	\$175.00	4
507	N-P Pesticides	525.2	\$150.00	4, 5, 6
508	Chlorinated Pesticides & PCB's		\$150.00	4, 5, 6
508A	PCB's as DCB	508 (as screen)	\$100.00	4, 5, 6
510.1	Maximum Potential THM's	524.2	\$125.00	4
515.1	Chlorinated Herbicides	515.3	\$175.00	4, 5, 6
515.2	Chlorinated Herbicides	515.3	\$175.00	4, 5, 6
515.3	Chlorinated Herbicides	515.3	\$175.00	4, 5, 6
515.4	Chlorinated Herbicides	513.3	\$175.00	4, 5, 6
521	Nitrosamines		\$375.00	8
524.2	Volatiles by GC/MS		\$200.00	4, 5
525.2	Semivolatiles by GC/MS		\$175.00 & up	4, 5, 6
527	Pesticides and Flame Retardants		\$350.00	8
529	Explosives		\$350.00	8
531.1	Carbamates		\$175.00*	4, 5, 6
535	Acetamide Herbicide Degradates		\$400.00	8
547	Glyphosate		\$175.00*	4, 5, 6
548.1	Endothall		\$175.00	4, 5, 6
549.1	Diquat & Paraquat		\$150.00*	5
550/550.1	PAH's	525.2	\$175.00	4
551.1	Chlorinated DBP's		Upon Request*	--
552.1	Haloacetic DBP's	SM 6251B	\$120.00	4, 7
555	Chlorinated Herbicides	515.3	\$175.00	4, 5, 6
601	Chlorinated Volatiles	624	\$225.00	9
602	Aromatic Volatiles	624	\$225.00	9

*Subcontracted.

Prices Effective January 1, 2014

Babcock Laboratories, Inc.

951-653-3351

Appendix B
Methods for Organic Determinations
Numerical Listings

Method	Analytes	ESB Certified Method Used as Approved Alternative	Price	Cross-Ref. Page(s)
603	Acrolein & Acrylonitrile	624	\$225.00	9
604	Phenols by GC	625	\$175.00	9
605	Benzidine	625	\$175.00	9
606	Phthalates	625	\$175.00	9
607	Nitrosoamines	625	\$175.00	9
608	Chlorinated Pesticides & PCB's		\$200.00	9
608.1/608.2	Misc. Chlorinated Pesticides	608	\$200.00	9
609	Nitroaromatics & Isophorone	625	\$175.00	9
610	PAH's	625	\$175.00	9
611	Haloethers	625	\$175.00	9
612	Chlorinated Hydrocarbons	625	\$175.00	9
613	2,3,7,8-TCDD (Dioxin)		\$550.00*	--
614	Misc. O-P Pesticides	525.2	\$150.00	--
615	Chlorinated Herbicides	515.3	\$175.00	9
617	Misc. Chlorinated Pesticides	608	\$200.00	9
619	Triazine Pesticides	525.2	\$150.00	--
622	Misc. O-P Pesticides	525.2	\$150.00	--
624	Volatiles by GC/MS		\$225.00	9
625	Semivolatiles by GC/MS		\$375.00	9
630/630.1	Dithiocarbamates		Upon Request*	--
632/632.1	Carbamate Pesticides by HPLC		Upon Request*	--
633/633.1	Organonitrogen Pesticides	525.2	\$150.00	--
1311	TCLP-ZHE (Extraction only)		\$100.00	11, 15
1311	TCLP Bottle (Extraction only)		\$ 50.00	11, 15
1613	Dioxins (2,3,7,8-TCDD)		\$550.00*	5, 6
1624	Volatiles by Isotope MS	624	\$220.00	--
1625	Semivolatiles by Isotope MS	625	\$375.00	--
1658	Chlorophenoxy Herbicides	515.3	\$175.00	9
1660	Pyrethins, Fenvalerate		Upon Request	--
1664	TPH/Oil & Grease		\$ 50.00	2
3510	Sep. Funnel Extraction		N/C**	11
3520	Cont. Liq./Liq. Extraction		N/C**	11
3540	Soxhlet Extraction		N/C**	11
3541	Automated Soxhlet	3540	N/C**	11
3545	Accelerated Extraction	3540	N/C**	11

*Subcontracted.

**N/C = No charge; included with determinative method

Appendix B
Methods for Organic Determinations
Numerical Listings

Method	Analytes	ESB Certified Method Used as Approved Alternative	Price	Cross-Ref. Page(s)
3550	Ultrasonic Extraction		N/C**	11
3580	Waste Dilution		N/C**	11
3610/3611	Alumina Clean-up		N/C**	11
3620	Florisil Clean-up		N/C**	11
3630	Silica Gel Clean-up		N/C**	11
3650	Acid-Base Clean-up		N/C**	11
3660	Sulfur Clean-up		N/C**	11
3665	Sulfuric Acid/Permanganate Clean-up		N/C**	11
3810	Headspace		N/C	--
3820	Hexadecane Extraction		N/C	--
5030/5035	Purge & Trap		N/C	--
5040/5041	Sorbant Cartridges		Upon Request*--	
5050	Bomb Preparation		\$ 50.00	11
5310B (std.meth.)	TOC		\$ 45.00	7
5320B (std.meth.)	TOX		Upon Request*--	
5910 (std.meth.)	UV 254 Absorbance		\$ 50.00	7
6251B (std.meth.)	Haloacetic DBP's		\$120.00	4, 6, 7
6610 (std.meth.)	Carbamates	531.1	\$175.00*	4, 5, 6
6651 (std.meth.)	Glyphosate	547	\$175.00*	4, 5, 6
6860	Perchlorate by IC/MS/MS		\$175.00	2, 11
8010	Halogenated Volatiles	8260	\$225.00	13
8011	EDB & DBCP		\$ 85.00	13
8015	Non-Halogenated Volatiles	8260	\$225.00	13
8015-"Modified"	Petroleum Hydrocarbons	ESB-SOP's	Various	16
8020	Aromatic Volatiles	8260	\$225.00	13
8021	Volatiles by GC	8260	\$225.00	13
8030	Acrolein & Acrylonitrile	8260	\$120.00	13
8031	Acrylonitrile	8260	\$120.00	13
8040/8041	Phenols by GC	8270	\$175.00	13
8060/8061	Phthalates	8270	\$175.00	13
8070	Nitrosamines	8270	\$175.00	13
8080	Chlorinated Pesticides & PCB's	8081& 8082	\$200.00	13, 14
8081	Chlorinated Pesticides		\$100.00	13
8082	PCB's		\$100.00	13
8090/8091	Nitroaromatics & Ketones	8270	\$175.00	13
8100	PAH's	8270	\$175.00	13
8110/8011	Haloethers	8270	\$175.00	13
8120/8121	Chlorinated Hydrocarbons	8270	\$175.00	13

*Subcontracted.

**N/C = No charge; included with determinative method

Prices Effective January 1, 2014

Babcock Laboratories, Inc.

951-653-3351

Appendix B
Methods for Organic Determinations
Numerical Listings

Method	Analytes	ESB Certified Method Used as Approved Alternative	Price	Cross-Ref. Page(s)
8140	O-P Pesticides	8141	\$175.00	13
8141	O-P Pesticides		\$175.00	13
8150	Chlorinated Herbicides	8151	\$175.00	13, 15
8151	Chlorinated Herbicides		\$175.00	13
8240	Volatiles by GC/MS	8260	\$225.00	13
8250	Semivolatiles by GC/MS	8270	\$375.00	13
8260	Volatiles by GC/MS		\$225.00	13, 14, 15, 16
9058	Perchlorate on Soils		\$100.00	11
8270	Semivolatiles by GC/MS		\$375.00	13, 14, 15
8280	Dioxins & Furans		Upon Request*	14
8290	Dioxins & Furans		Upon Request*	--
8310	PAH's	8270	\$175.00	13
8315	Formaldehyde (Aldehydes)		Upon Request*	--
8318	Carbamates		Upon Request*	--
9020	TOX	SM 5320B	Upon Request*	--
9060	TOC	SM 5310B	\$ 45.00	11
9065/9066	Phenolics		\$ 55.00	13
9070	Total Recoverable O & G		\$100.00	13
9071	O & G in Sludge		\$100.00	13
9076	Total Chlorine in Oil		\$200.00	11

*Subcontracted.

Notes:

- 1) The method references listed in this appendix refer to the latest promulgated revisions, even though the SW 846 method numbers herein do not include the appropriate letter suffix (for brevity and convenience).
- 2) Babcock Laboratories, Inc. will utilize the methods listed in the column entitled "ESB Certified Method Used as Approved Alternative" whenever the alternative method appears in this appendix. If this alternate method will not meet your specific project requirements, please let us know so we can arrange for the protocol you require.
- 3) The method numbers listed in this appendix are primarily EPA methods. The remaining methods are found in **Standard Methods for the Examination of Water and Wastewater**, 20th and 21st Editions. (except where noted). If you require a specific analytical method not referenced in this appendix (i.e., other EPA or APHA/AWWA methods or any NIOSH, ASTM, CARB, etc. methods) please inquire.

Appendix C

Sample Containers, Preservation Techniques, and Holding Times For Aqueous Matrices

Bacteriological Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹</u>
Coliform, Total	SM9221B, SM9223	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW
Coliform, Fecal	SM9221E, SM9223	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW
Enterococcus	SM9230B	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW
	ASTM D650399	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW
Heterotrophic Plate Ct.	SM9215B	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW
Streptococcus, Fecal	SM9230B	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW

Inorganic and Wet Chemistry Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹</u>
Alkalinity*	SM2320B	P, G/500	≤6°C	14 days
Ammonia	SM4500NH3H	P, G/100	≤6°C, H ₂ SO ₄	28 days
Asbestos	100.2	P/1000	≤6°C	48 hours ¹³
BOD*	SM5210B	P, G/1000	≤6°C	48 hours
Boron	200.7	P/500	HNO ₃ ⁸	6 months
Bromate	300.1	P, G/100	≤6°C, EDA	28 days
Bromide*	300.1	P, G/100	None	28 days
Cations (Ca, Mg, Na, K)	200.7	P, G/500	HNO ₃ ⁸	6 months
COD	SM5220D	P, G/100	≤6°C, H ₂ SO ₄	28 days
Chloride*	300.0	P, G/100	None	28 days
Chlorine demand	SM2350B	P, G/1000	None	15 minutes
Chlorine dioxide*	SM4500ClO ₂ D	P, G/100	None	15 minutes
Chlorine, residual*	SM4500ClG	P, G/100	None	15 minutes
Chlorate	300.1	P, G/100	≤6°C, EDA	28 days
Chlorite	300.1	P, G/100	≤6°C, EDA	14 days
Chromium-Hexavalent	SM3500CrD	P, G/100	≤6°C, NH ₄ Buffer ¹⁵	28 days
Chromium-Hex. (low level)	218.6	P, G/500	≤6°C, NH ₄ Buffer ¹⁵	28 days
	7199	P, G/500	≤6°C	24 hours
Color*	SM2120B	P, G/100	≤6°C	48 hours
Cyanide	SM4500CN CE, G	P, G/250	≤6°C ⁶ , NaOH ¹⁴	14 days
Dissolved Oxygen	SM4500 O C	G/300	Fixed on site	8 hours
Flashpoint	1010	G/500	None	Not Specified
Fluoride*	SM4500 FC	P/100	None	28 days
Hardness (Total)	200.7	P, G/500	HNO ₃ ⁸	6 months
Metals ICP (inc. Cations)	200.7, 6010B	P, G/500	HNO ₃ ⁸	6 months
Metals ICPMS	200.8, 6020	P, G/500	HNO ₃ ⁸	6 months
Mercury	7470, 7471, 200.8	P, G/500	HNO ₃ ⁸	28 days
	SM3112B	P, G/500	HNO ₃ ⁸	28 days
Nitrate*	300.0	P, G/100	≤6°C	48 hours
Nitrite*	SM4500NO ₂ B	P, G/100	≤6°C	48 hours
Nitrogen-Total Kjeldahl	351.2	P, G/500	≤6°C, H ₂ SO ₄	28 days
Odor	SM2150B	P, G/100	≤6°C	48 hours
Oil & Grease	1664	G-A/500 ¹⁰	≤6°C, H ₂ SO ₄	28 days
PCBSA*	300.0	P, G/100	None	28 days
Perchlorate*	314	P, G/100	≤6°C	28 days

Appendix C

Sample Containers, Preservation Techniques, and Holding Times For Aqueous Matrices

Inorganic and Wet Chemistry Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹</u>
Perchlorate (low level)	332.0/6860	P,G/100 sterile	≤6°C	28 days
pH*	SM4500H+B	P,G/100	None	15 minutes
Phenols	420.4	G-A/250	≤6°C ⁶ , H ₂ SO ₄	28 days
Phenols (low level)	SM5530C	G-A/1000	≤6°C, H ₂ SO ₄	28 days
Phosphates – Ortho*	SM4500P E	P,G/100	≤6°C	48 hours
Phosphorus, Total (as P)	SM4500P E	P,G/100	≤6°C, H ₂ SO ₄	28 days
Silica, Reactive*	SM4500 SiO ₂ C	P/500	≤6°C	28 days
Silica, Total	200.7	P/500	HNO ₃ ⁸	6 months
Solids-Dissolved-TDS*	SM2540C	P,G/500	≤6°C	7 days
Solids-Suspended-TSS*	SM2540D	P,G/500	≤6°C	7 days
Solids-Total*	SM2540B	P,G/500	≤6°C	7 days
Solids-Settleable Solids	SM2540F	P,G/2000	≤6°C	48 hours
Solids-Volatile*	160.4	P,G/500	≤6°C	7 days
Specific Conductance-EC*	SM2510B	P,G/100	≤6°C	28 days
Sulfate*	300.0	P,G/100	≤6°C	28 days
Sulfide, dissolved	SM4500S D	P,G/100 ⁹	≤6°C, zero headspace	ASAP/7 floc -ZnAc
Sulfide, total	SM4500S D	P,G/100	≤6°C, NaOH, ZnAcetate	7 days
Surfactants (MBAS)*	SM5540C	P,G/500	≤6°C	48 hours
Turbidity*	SM2130B	P,G/100	≤6°C	48 hours
Uranium	200.8	P,G/500	HNO ₃ ⁸	6 months
UV-254	SM ^{20th} 5910B	G-TLC-A/250	≤6°C	2 days
Volatile Acids	SM5560C	P,G/500	≤6°C	7 days

Organic Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹ Extraction/Analysis</u>
Semivolatiles, N.P. Pest.	525	G-TLC-A/1000	≤6°C ³ , HCl	14/30 days
Base/Neutrals/Acid	625	G-TLC-A/1000	≤6°C ³	7/40 days
	8270	G-TLC-A/1000	≤6°C ³	7/40 days
Carbamates	531.1	VOA-G-A/3 x 40 vials	≤6°C, Na ₂ S ₂ O ₃ , MCAA ⁴	28 days
Chlorinated pests/PCBs	508	G-TLC-A/1000	≤6°C ³	7/14 days ⁷
Chlorinated pesticides	608,8081	G-TLC-A/1000	≤6°C ³	7/40 days ⁷
Polychlorinated Biphenyls	608	G-TLC-A/1000	≤6°C	1year/1year
	8082	G-TLC-A/1000	≤6°C	7/40 days
Chlorinated Herbicides	515.3	G-TLC-A/1000	≤6°C ³	14/14 days
	8151	G-TLC-A/1000	≤6°C ³	7/40 days
Diesel Range Organics	8015B	VOA-G/4 x 40 vials, TB ²	≤6°C, HCl or H ₂ SO ₄	14 days recom.
Dioxins	1613B	G-A/1000	≤6°C ³	30 days
Diquat	549.1	P/1000	≤6°C ³	7 days for ext ¹³
EDB and DBCP	504,8011	VOA-G-A/3 x 40 vials	≤6°C, Na ₂ S ₂ O ₃	14 days
Endothall	548.1	G-A/500	≤6°C ³	7/14 days
Ethylene Glycol	GCFID	G-TLC-A/1000	≤6°C	40 days
Gasoline Range Orgs.	8015B	VOA-G/4 x 40 vials	≤6°C, HCl	14 days recom.
Glyphosate	547	VOA-G/3 x 40 vials	≤6°C, Na ₂ S ₂ O ₃	14 days ⁷
Haloacetic Acids	SM ^{19th} 6251B	VOA-G/4 x 40 vials	≤6°C, NH ₄ Cl	9/21 days
Organophos. Pests.	8141	G-TLC-A/1000	≤6°C ³	7/40 days ⁷

Appendix C

Sample Containers, Preservation Techniques, and Holding Times For Aqueous Matrices

Organic Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹ Extraction/Analysis</u>
Total Organic Carbon	SM5310B	P,G/4 x 40 vials	≤6°C, H ₂ SO ₄	28 days
Total Organic Halogen	SM ^{20th} 5320B	G-TLC-A/250	≤6°C, H ₂ SO ₄	28 days
TPH	418.1	G-TLC-A/1000	≤6°C, H ₂ SO ₄	28 days
Trihalomethanes	524.2	VOA-G-A/4 x 40 vials	≤6°C, NH ₄ Cl	14 days
Volatile Organics	524.2, 624, 8260	VOA-G/4 x 40 vials, TB ²	≤6°C, HCl ³	14 days

Radiochemistry Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹ Extraction/Analysis</u>
Gross Alpha	900.0, 9310	P,G/1000	HNO ₃ ⁵	6 months
Gross Beta	900.0, 9310	P,G/1000	HNO ₃ ⁵	6 months
Uranium	908.0	P,G/1000	HNO ₃ ⁵	6 months
Radium 226	903.1	P,G/1000	HNO ₃ ⁵	6 months
Radium 228	904.0, 9320	P,G/2000	HNO ₃ ⁵	6 months
Radon	913	G-TLC-A /2 x 250 ¹¹	≤6°C	4 days
Strontium 90	905.0	P,G/1000	HNO ₃ ⁵	6 months
Tritium	906.0	G/1000	None	6 months

Notes:

G=Glass, P=Polyethylene (plastic), G-A=Amber Glass, VOA=Vial with Teflon-lined septum – zero head space, G-TLC-A=Amber Glass with Teflon-lined cap, Recom.=recommended, DW = drinking water, SW = source water, WW = wastewater, °C = degrees Celcius, floc = flocculate, EDA = Ethylenediamine.

SM refers to Standard Methods for the Examination of Water and Wastes, 18th Edition unless otherwise noted. All other methods referenced are EPA numbers.

- * All of these analyses can be performed out of one 1/2 gallon plastic container.
- 1. Holding times per 40 CFR 141 for drinking waters, and CFR 136.3 for wastewaters.
- 2. Travel Blank (also preserved with HCl).
- 3. If Chlorine Residual is present, sodium thiosulfate or sodium sulfite (525) is needed to neutralize free chlorine. Dechlorinator must be added prior to acidification. If it is not added at the time of collection, dechlorinator is added to nonvolatile samples (except 549) at the time of extraction to ensure that residual chlorine is not present. Consult method.
- 4. Monochloroacetic acid (MCAA) buffer (pH3) is added at the ratio of 1.2 mL per 40 mL sample.
- 5. Sample preserved at lab after Electrical Conductivity is checked.
- 6. Preserved sample is screened for chlorine as necessary and treated at lab. See SOP A06 for more details.
- 7. See method exceptions.
- 8. Sample can be preserved at lab in its original container and must be held ≥ 24 hrs. prior to analysis.
- 9. Collect grab sample in 1 quart plastic container, fill completely, eliminating all headspace.
- 10. Grab sample only.
- 11. Consult laboratory for special instructions.
- 12. With Sodium thiosulfate
- 13. Analysis is subbed out. Please allow extra time for short holding time analyses.
- 14. Client submits unpreserved sample which is screened for sulfide and chlorine as necessary and preserved to pH>12 with NaOH upon receipt to the laboratory. See SOP A06 for more details.
- 15. Client submits unpreserved sample which is filtered as necessary and preserved by the laboratory to pH 9.3-9.7 with NH₄ buffer within 24 hours.

Basic Sampling Guidelines

- A. Always utilize proper sampling containers and preservatives.
- B. For organic analytes, all bottles should have Teflon lined caps, vials should have Teflon lined septa.
- C. **Soil samples are typically collected in brass or steel tubes and wide mouth jars (500ml) with Teflon-lined caps. Sludges should be collected in wide mouth jars, not brass or steel tubes. Store at $\leq 6^{\circ}\text{C}$**
- D. Aqueous samples for volatile analyses should not have head space between the sample matrix and septum, or bubbles within the sample.
- E. Samples requiring organic analyses should never be handled with plastic implements, latex gloves, or stored in plastic containers. Glass is the only acceptable container (except EPA 549).
- F. Always use trip blanks when samples require volatile analyses. Fill completely, eliminate all headspace.
- G. Keep samples isolated from all possible sources of contamination (i.e., gasoline refueling operations, solvents, paints, lacquers, and adhesives).
- H. Always complete a Chain-of-Custody form.
- I. Use blue ice packs in coolers when possible.
- J. Deliver samples directly to the laboratory as soon as possible.



Eaton Analytical

Quote Ref #: Q20170728003

Contact: Gerald Plummer
Company: Los Angeles County DPW
Address: 900 South Fremont Avenue, 9th Floor
Alhambra, CA 91803-1331

Sample Matrix: Water
Testing Frequency: As Needed
Lab Turnaround Time: 10 days
Estimated Start Date: 01-Aug-2017
Payment Terms: Upon Receipt

Phone: 323-267-2670

Fax:

E-mail: gplummer@isd.lacounty.gov

We are pleased to submit the following quotation: Prices are firm thru 12/31/2017, provided PO is received within 45 days and prior to receipt of samples. Work may not begin, or is COD, until receipt of a completed vendor application & credit approval. Client is responsible for sample collection and delivery to the lab in acceptable condition within 24 hours. Payment for services is due upon receipt of invoice and not contingent upon third party payments. All other Eurofins Eaton Analytical, Inc. standard terms and conditions apply unless otherwise specified herein. Quote does not include any applicable taxes unless noted below.

ITEM	QTY	DESCRIPTION	METHOD	UNIT PRICE	EXT'D PRICE
Analytical Tests					
1		1,2,3-Trichloropropane	EPA 524.2	\$100.00	\$100.00
1		1,4-Dioxane	EPA 522	\$200.00	\$200.00
1		Arsenic	EPA 200.8	\$10.00	\$10.00
1		Asbestos	EPA 100.2	\$200.00	\$200.00
1		Carbamates	EPA 531.2	\$125.00	\$125.00
1		Chromium - Hexavalent	EPA 218.6	\$25.00	\$25.00
1		Coliform (Finished) - Total-Fecal MPN24	SM 9223	\$10.00	\$10.00
1		Coliform (Finished) - Total-Fecal P/A	SM 9223	\$8.00	\$8.00
1		Coliform (Source) - E.Coli	SM 9221	\$25.00	\$25.00
1		Coliform (Source) - Fecal	SM 9221	\$25.00	\$25.00
1		Coliform (Source) - Total	SM 9221	\$25.00	\$25.00
1		Dioxin	EPA 1613b	\$175.00	\$175.00
1		Diquat	EPA 549.1	\$125.00	\$125.00
1		EDB & DBCP	EPA 551.1	\$75.00	\$75.00
1		Endothall	EPA 548.1	\$125.00	\$125.00
1		Fluoride	SM 4500F-C	\$10.00	\$10.00
1		Free Cyanide	SM 4500CN-F	\$25.00	\$25.00
1		General Mineral & Inorganic	various	\$300.00	\$300.00
1		General Physical	various	\$15.00	\$15.00
1		Glyphosate	EPA 547	\$125.00	\$125.00
1		Gross Alpha	EPA 900.0	\$40.00	\$40.00
1		Gross Alpha/Beta	EPA 900.0	\$50.00	\$50.00
1		Haloacetic Acids	SM 6251B	\$50.00	\$50.00
1		Herbicides	EPA 515.4	\$75.00	\$75.00
1		Heterotrophic Plate Count	SM 9215B	\$10.00	\$10.00
1		Iron	EPA 200.7	\$10.00	\$10.00
1		Nitrate as N	EPA 300.0A	\$10.00	\$10.00
1		Nitrite as N	EPA 300.0A	\$10.00	\$10.00
1		Nitrosamines - NDMA only	EPA 521	\$150.00	\$150.00
1		Perchlorate	EPA 314.0	\$25.00	\$25.00
1		Perchlorate by LCMS	EPA 331	\$100.00	\$100.00
1		Perfluorochemicals	EPA 537	\$300.00	\$300.00
1		Pesticides & PCBs	EPA 505	\$125.00	\$125.00
1		pH	SM 4500H-B	\$5.00	\$5.00

ITEM	QTY	DESCRIPTION	METHOD	UNIT PRICE	EXT'D PRICE
1		Radium 226	GA Method	\$75.00	\$75.00
1		Radium 228	GA Method	\$75.00	\$75.00
1		Semivolatile Organics	EPA 525.2	\$200.00	\$200.00
1		Semivolatile Organics - extended list	EPA 525.2	\$300.00	\$300.00
1		Semivolatile Organics - short list	EPA 525.2	\$75.00	\$75.00
1		Sodium	EPA 200.7	\$10.00	\$10.00
1		Strontium 90	EPA 905.0	\$150.00	\$150.00
1		Total Alkalinity	SM 2320B	\$10.00	\$10.00
1		Total Hardness	SM 2340B	\$20.00	\$20.00
1		Total Organic Carbon	SM 5310C	\$40.00	\$40.00
1		Trihalomethanes	EPA 551.1	\$40.00	\$40.00
1		Tritium	EPA 906.0	\$150.00	\$150.00
1		Uranium	EPA 200.8	\$50.00	\$50.00
1		Volatile Organics	EPA 524.2	\$50.00	\$50.00
Miscellaneous Items					
1		EDT - EPA CDX	---	\$0.00	\$0.00
1		EDT - State	---	\$0.00	\$0.00
1		Field Data Entry	---	\$2.00	\$2.00
1		Hardcopy Reports (via PDF)	---	\$0.00	\$0.00
1		QC Level II	---	\$0.00	\$0.00
1		Sample Kit	---	\$0.00	\$0.00
1		Sample Kit Delivery	---	\$0.00	\$0.00
1		Sample Pick Up	---	\$300.00	\$300.00
1		State Forms	---	\$0.00	\$0.00
1		Website Data Tracking & Mgmt	---	\$0.00	\$0.00

Notes

- 1) General Physical includes Color, Odor and Turbidity.
- 2) Unit price for any individual Regulated Metal by ICP or ICPMS, Cation (Ca, Mg, Na, K) or Anion (NO₃, NO₂, Cl, SO₄) is \$10 per sample.
- 3) Sample Pick Up by Eurofins Courier (once in place) will be 50% of the cost pick up in Lancaster by 3rd party courier employed by Eurofins. Sample Pick up in Malibu is 50% of the cost of pick up in Lancaster.
- 4) Rush surcharges (per method allowance and with advanced notice and approval by Eurofins) are as follows:
 Results within 5 working days = 1.5 x listed unit price
 Results within 2-3 working days = 2.0 x listed unit price
 Results within 1 working day = 3.0 x listed unit price
- 5) Price for any other test requested but not included above = List Price - 10%.

Submitted: _____


Rick Zimmer

Accepted: _____

RECEIPT OF SAMPLES BY EUROFINS EATON ANALYTICAL, INC. CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS & CONDITIONS, NOT WITHSTANDING ANY PROVISIONS TO THE CONTRARY IN CLIENT'S PURCHASE ORDER, UNLESS AN ALTERNATIVE AGREEMENT HAS BEEN SIGNED BY US.

General Terms & Conditions of Sale - Eurofins Eaton Analytical, Inc.

1. Area of Application

1.1 All Orders accepted by any of the Eurofins Environmental Companies (including Eurofins Lancaster Laboratories Environmental, LLC, Eurofins Air Toxics, Inc., Eurofins Eaton Analytical, Inc., Eurofins Frontier Global Sciences, Inc., and Eurofins Calscience, Inc. or any of their subsidiaries or affiliates" (collectively, "Eurofins") will be governed by these General Terms and Conditions of Sale (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with Eurofins is accepted by Eurofins. An order placed with Eurofins is considered as accepted by Eurofins when (a) Eurofins proceeds to fulfill that order, without need for any written confirmation from Eurofins or (b) Eurofins accepts the order in writing.

If Eurofins and Customer have an existing Services Agreement in place (i.e. Master Service Agreement, Laboratory Service Agreement or Environmental Service Agreement), that Agreement will supersede these Terms and Conditions, and will constitute the entire agreement between the parties. Any additional or conflicting terms and conditions are null and void.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. Only the chairman or president (collectively, "officer") has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions, and no such alteration, waiver or representation shall be binding upon Eurofins, unless it is in writing and signed by an officer of Eurofins.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using Eurofins approved sample dispatch sheets, Chain of Custody forms or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to Eurofins quoting the customer reference. Eurofins is not obligated to start any analytical work unless the order is clear and all required information has been provided.

2.2 Unless specifically accepted in writing and signed by an officer of Eurofins, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by Eurofins will be treated as a separate contract between Eurofins and the customer.

2.3 A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, Eurofins prices apply. Any additional cost or disbursement (e.g. incurred by Eurofins in connection with the order) must be paid by the customer.

3.2 Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the transmittal of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by Eurofins in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of Seventy Five Dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 Eurofins has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

3.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from Eurofins. The customer undertakes to provide bank account details, as necessary.

3.6 Eurofins is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. Eurofins is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated - for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded - Eurofins shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by Eurofins to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to Eurofins premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform Eurofins personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to Eurofins premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies Eurofins against, all costs, damages, liabilities and injuries that may be caused to or incurred by Eurofins or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At Eurofins' request, the customer must provide Eurofins with the exact composition of the samples.

5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of Eurofins to the extent necessary for the performance of the order.

5.2 Eurofins can dispose of or destroy samples immediately after the analysis has been performed, unless Eurofins and the customer have agreed in writing on the terms of Eurofins' retention of the sample. Eurofins also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for Eurofins arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, Eurofins will return them to the customer, at the customer's cost and risk.

6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by Eurofins. Nevertheless, Eurofins shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar material supplied by Eurofins to the customer will remain with Eurofins until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if Eurofins has accepted and begun to fulfill an order, Eurofins has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to Eurofins, whether for that or any other order.

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to Eurofins in accordance with the current state of technology and methods developed and generally applied by Eurofins, as contained in Eurofins' Laboratory Quality Manuals and related Standard Operating Procedures. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by Eurofins, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by Eurofins. If Eurofins has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency each should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed Eurofins' recommendations, Eurofins shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to Eurofins for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by Eurofins, Eurofins accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of Eurofins. Eurofins will use commercially reasonable care in handling and storing samples, but Eurofins shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to Eurofins that all samples sent to Eurofins for analysis are safe and in a stable condition and undertakes to indemnify Eurofins for any losses, injuries, claims and costs which Eurofins, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform Eurofins in writing prior to shipment and label the packaging, samples and/or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature, in accordance with applicable laws.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and Eurofins. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold Eurofins harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

9. Limitation of Liability

9.1 Except as expressly set forth in these Terms & Conditions, Eurofins makes no express warranties, guarantees or representations and none are to be implied, regarding the services to be performed by Eurofins, the suitability of the results for any purpose, or any sampling equipment provided. Client's sole remedy for any breach by Eurofins of any warranty, representation, product, service, or any other matter in connection with any service performed or to be performed by Eurofins or arising under these Terms & Conditions shall be limited to Eurofins repeating the services to be performed. Any reanalysis requested by Client generating results reasonably consistent with the original results will be at Client's sole expense. If resampling is necessary, Eurofins' liability for resampling costs will be limited to the actual, direct cost of resampling. Eurofins' total liability to Client and any other party arising hereunder or relating hereto, whether based in contract, tort, warranty, negligence, public policy, statute, or otherwise, shall be limited to the lesser of: (1) the amount of compensation Client has actually paid Eurofins for the services performed; or (2) one hundred thousand dollars (\$100,000). Notwithstanding any terms contained herein to the contrary, under no circumstances, howsoever arising (including, without limitation, whether arising in contract, tort, warranty, negligence, public policy, statute, or otherwise), shall Eurofins be responsible for any loss of use, loss of profits, or for any special, indirect, incidental, or consequential damages occasioned by the services performed, use of sampling equipment, or use of any reports, correspondence, or any other communication prepared by Eurofins (whether oral or written) or any lack or absence of any such report or correspondence (whether oral or written). Except to the extent that such limitations are not permitted or void under applicable law, (a) Eurofins (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all Eurofins partners and affiliates, the "Eurofins Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the Eurofins Indemnifying Party's willful misconduct in connection with the performance of an order and then, only if Eurofins has

received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited).

9.2 The Eurofins Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of Eurofins's acceptance of an order that the customer indemnifies the Eurofins Indemnifying Parties for any losses, injuries, claims and costs which the Eurofins Indemnifying Parties may suffer as a result of, arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the Eurofins Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not substantially match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if Eurofins has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

Eurofins cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond Eurofins' reasonable control, or which result from compliance with governmental requests, laws and regulations.

12. Confidentiality & Processing of Customer Data

12.1 Eurofins shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 Eurofins shall use commercially reasonable efforts to keep all analysis results and service reports confidential, however, Eurofins has the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the Eurofins Indemnified Parties against any liability which the Eurofins Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

13. Disclaimer and Miscellaneous

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY EUROFINS ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EUROFINS CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.2 These Terms and Conditions may be modified in writing from time to time by Eurofins and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time Eurofins accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either Eurofins or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

14. Governing Law/ Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of the state in which is located the Eurofins facility performing the order (including in cases involving multiple counsels for the defense or third-party respondents), which shall have exclusive jurisdiction.

General Laboratory Analyses List Prices/Methods 2017
Eurofins Eaton Analytical

ANALYSIS	List Price (\$)	Test Type	Ref Method	MRL	UNITS	Std TAT (working days)	BOTTLE TYPE*	IDEAL SAMPLE SIZE*	PRESERVATIVE*	HOLDING TIME*
Actinomycetes	\$175	MF	SA 9250	1	CFU/ml	10	Poly	500 ml	RAW	FINISHED
Acrylamide	\$250	LC/MS/MS	MWH/LCMS	0.1	ug/l	15	Amber Glass	125 ml	None	None
Aldehydes: Formaldehyde/Acetaldehyde only	\$250	GC/EC	EPA 8260/8261	1.5	ug/l	10	Glass	(2) 40 ml	None	None
Algae Enumeration (plankton)	\$150	Microscopy	EPA 8260/8261	1.5	ug/l	10	Glass	(2) 40 ml	None	None
Algal Identification (plankton)	\$150	Microscopy	Flow Cytometry	N/A	N/A	5	Poly	1 L	None	None
Algal Toxins	\$150	Microscopy	Flow Cytometry	N/A	N/A	5	Poly	1 L	None	None
Anatoxin-a	\$300	LC/MS/MS	EPA 545 mod	0.05	ug/l	10	A-glass	40 ml	None	special
Cylindrospermopsin	\$200	LC/MS/MS	EPA 545 mod	0.02	ug/l	10	A-glass	40 ml	None	special
Saxitoxin (pending-not currently offered)	\$400	LC/MS/MS	LC-MS-MS	0.02	ug/l	10	A-glass	40 ml	None	special
Cylindrospermopsin & Anatoxin-a	\$400	LC/MS/MS	EPA 545 mod	0.02-0.05	ug/l	10	A-glass	40 ml	None	special
Cylindrospermopsin & Anatoxin-a & Microcystin (LR, LA, RR, VR, LF, LY) and Nodularin	\$500	LC/MS/MS	In house LC-MS-MS	0.5	ug/L	10	A-glass	40 ml	None	ascorbic
Cylindrospermopsin & Anatoxin-a & Microcystin (LR, LA, RR, VR, LF, LY) and Nodularin- Low level	\$550	LC/MS/MS	In house LC-MS-MS	0.02 to 0.5	ug/L	10	A-glass	40 ml	None	ascorbic
Microcystin-LR by LC-MS-MS	\$250	LC-MS-MS	In house LC-MS-MS	0.5	ug/l	10	A-glass	40 ml	None	ascorbic
Microcystin-LR by LC-MS-MS low level	\$300	LC-MS-MS	In house LC-MS-MS	0.1	ug/l	10	A-glass	40 ml	None	ascorbic
Microcystin-LR	\$200	Immunosorbent	EPA	0.16	ug/l	10	A-glass	40 ml	None	This or ascorbic
Microcystins (LR, LA, RR, and VR) and nodularin	\$450	LC/MS/MS	In house LC-MS-MS	0.5	ug/l	10	A-glass	40 ml	None	ascorbic
Microcystins (LR, LA, RR, and VR) and nodularin-low level	\$475	LC/MS/MS	In house LC-MS-MS	0.1-0.5	ug/l	10	A-glass	40 ml	None	ascorbic
Microcystins (LR, LA, RR, and VR) and nodularin-S14	\$550	LC/MS/MS	EPA 544	0.01-0.05	ug/l	10	A-glass	1L	None	special
Alkalinity, Total	\$25	Titration	SM2120B	2	mg/l	10	Poly	125 ml	None	None
Alkalinity, all forms by titration	\$75	Titration	SM2120B	2	mg/l	10	Poly	125 ml	None	None
Aluminum by ICP	\$20	ICP	EPA 200.7	0.05	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃
Aluminum by ICP/MS	\$20	ICP/MS	EPA 200.8	25	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃
Anion Sum in meq/L (for major anions)	\$25	Calculation	SA 1040	0.001	meq/l	10	Poly	125 ml	None	None
Anions (3) - Cl, SO ₄ , NO ₃	\$75	ICP/MS	EPA 200.7/200.8	0.1 to 2	mg/l	10	Poly	125 ml	None	None
Antimony by ICP/MS	\$20	ICP/MS	EPA 200.8	1	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃
Arsenic - Low Level	\$50	ICP/MS	EPA 200.8	0.2	ug/L	10	A-Poly	125 ml	HNO ₃	HNO ₃
Arsenic III	\$75	Resin-ICP/MS	EPA 200.8	1	ug/l	10	A-Poly (amber)	125 ml	EDTA+HAC	EDTA+HAC
Arsenic V (by difference)	\$100	Resin-ICP/MS	EPA 200.8	1	ug/l	10	A-Poly (amber)	125 ml	EDTA+HAC	EDTA+HAC
Arsenic by ICP/MS	\$20	ICP/MS	EPA 200.8	1	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃
Asbestos	\$300	TEM	EPA 100.2	0.2	MFL	15	Poly-sterilized	1 L	None	None
Assimilable Organic Carbon (AOC)	\$300	Fluorescence Micro	Wetzel et al	1	ug /l	10	Glass	250 ml	sterile plus this	sterile plus this
ATP	\$125	Luminometry	RD100	0.1	ng/l	10	sterile poly	120 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃ 10-35mg
Bacti-Caliform T/F (Drinking Water)	\$30	MTF	SA 9223B	1.1	MPN	5	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃
Bacti-Caliform T/F (Drinking Water)	\$30	MTF 18 hrs	SA 9223B	1.1	MPN	5	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃
Bacti-Caliform T/F (Drinking Water)	\$30	Coliform	SA9223	pres/abs	N/A	5	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃
Bacti-Caliform T/F (Drinking Water)	\$30	Coliform	SA9223	pres/abs	N/A	5	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃
Bacti-Total Caliform/E. coli (MPN)	\$50	Coliform	SA9223	1	MPN	5	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃
Bacti-Fecal Coliform	\$50	MF	SA9223D	1	MPN	5	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃
Bacti-Heterotrophic Plate Count	\$25	Plate	SA9215B	1	CFU/ml	5	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃
Bacti-Heterotrophic Plate Count	\$25	Spread Plate	SA9215C	1	CFU/ml	5	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃
Bacti-Heterotrophic Plate Count (MPN)	\$35	Sample	SA9215C	1	CFU/ml	5	Poly	100 ml	Na ₂ S ₂ O ₃ 10-35mg	Na ₂ S ₂ O ₃
Bacteria- Iron	\$175	Microscopy	Light Microscope	#/ ml	colonies	15	Poly	1L sterile	None	None
Barium by ICP	\$20	ICP	EPA 200.7	0.05	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃
Barium by ICP/MS	\$20	ICP/MS	EPA 200.8	2	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃
Beryllium by ICP/MS	\$20	ICP/MS	EPA 200.8	1	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃
Biochemical Oxygen Demand	\$100	DO meter	SA 9210B	3	mg/l	10	Poly	1 L	None	None
Biodegradable Organic Carbon	\$250	Incubation/UV-persulfate	Algalco, 1076	0.25	mg/l	15	Glass	250 ml	None	None
Bismuth by ICP/MS	\$50	ICP/MS	EPA 200.8	5	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃

*Methods, bottles/preservatives, compound lists, holding time and MRLs subject to change; confirm with lab prior to submission

General Laboratory Analyses List Prices/Methods 2017
Eurofins Eaton Analytical

ANALYSIS	List Price (\$)	Test Type	Ref Method	MRL	UNITS	Std TAT (working days)	BOTTLE TYPE*	IDEAL SAMPLE SIZE*	PRESERVATIVE*	HOLDING TIME*
									RAW FINISHED EXTRACT ANALYSIS	
Barium by ICP	\$20	ICP	EPA 200.7	0.05	mg/l	10	Poly	125 ml	HNO ₃	HNO ₃ ----- 6 Months
Barium by ICP/MS	\$20	ICP/MS	EPA 200.8	5	ug/l	10	Poly	125 ml	HNO ₃	HNO ₃ ----- 6 Months
Bromate - Low Level	\$100	IC	EPA 317	1	ug/l	10	Poly	125 ml	Ethylene Diamine	Ethylene Diamine ----- 28 Days
Bromate	\$100	IC	EPA 300.1	5	ug/l	10	Poly	125 ml	Ethylene Diamine	Ethylene Diamine ----- 28 Days
Bromate by LC-MS-MS	\$150	LC-MS-MS	LC-MS-MS	0.1	ug/l	5	Poly	125 ml	Ethylene Diamine	Ethylene Diamine ----- 28 Days
Bromide	\$40	IC	EPA 300.0	5	ug/l	10	Poly	125 ml	None	None ----- 28 Days
Bromide, chlorate, & chlorite	\$100	IC	EPA 300.08	10	ug/l	10	Poly	125 ml	None	None ----- 28 Days
Fluoride, chloride, nitrate, & sulfate by IC	\$100	IC	EPA 300.04	0.5, 2, 0.5, & 5	mg/l	10	Poly	125 ml	None	None ----- 28 Days
Cadmium by ICP/MS	\$20	ICP/MS	EPA 200.8	0.5	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃ ----- 6 Months
Calcium by ICP	\$20	ICP	EPA 200.7	1	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃ ----- 6 Months
Carbonates - Low Level	\$200	HPLC	EPA 531.2	0.1	ug/l	15	Glass	(2) 40 ml	Citrate+Thio	Citrate+Thio ----- 28 Days
Carbonates (II)	\$200	HPLC	EPA 531.2	0.5	ug/l	15	Glass	(2) 40 ml	Citrate+Thio	Citrate+Thio ----- 28 Days
Carbonates - Phase II & V	\$175	HPLC	EPA 531.2	0.5	ug/l	15	Glass	(2) 40 ml	Citrate+Thio	Citrate+Thio ----- 28 Days
Carbon Dioxide (Free-by calculation)	\$25	TDS, ALK, PH, Calc	4500-CO2 B	0.1	mg/l	10				
Carboxylic Acids - Confirmation	\$150	LC-MS-MS	L240	TBD	ug/l	15	A-Poly	125 ml	HgCl2	HgCl2 ----- TBD
Carboxylic Acids by LC-MS-MS	\$350	LC-MS-MS	L240	TBD	ug/l	15	A-Poly	125 ml	HgCl2	HgCl2 ----- TBD
Carboxylic Acids by IC	\$350	IC	IC300	TBD	ug/l	15	A-Poly	125 ml	HgCl2	HgCl2 ----- TBD
Cation Sum	\$25	Calculation	SM 1040	0.1	meq/l	10				
Cations (4) by ICP	\$80	CA/MG/NA/K	EPA 200.7	1	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃ ----- 6 Months
Chemical Oxygen Demand	\$50	Colorimetric	EPA 410.4SM 3120C	5	mg/l	10	Glass	125 ml	H2SO4	H2SO4 ----- 28 Days
Chloral Hydrate	\$150	GC/ED	EPA 551.1	0.5	ug/l	10	Glass	(3) 40 ml	Sulfite+buffer	Sulfite+buffer 14 days
Chlorate (non UCMR3)	\$50	IC	EPA 300.0/300.1	20	ug/l	10	Poly	125 ml	EDA	EDA ----- 28 Days
Chloride	\$25	IC	EPA 300.0	1	mg/l	10	Poly	125 ml	None	None ----- 28 Days
Chlorine Demand	\$175	Colorimetric	SM 1350	0.1	mg/l	15	Glass	250 ml	None	None ----- 24 Hours
Chloramines residual	\$40	Colorimetric	SM 4500CL-G	0.2	mg/l	5	Glass	250 ml	None	None ----- 15 min(field)
Chlorine Dioxide Residual	\$30	Colorimetric	SM 4500CLD-2	0.25	mg/l	5	Glass	250 ml	None	None ----- 15 min(field)
Chlorine Residual (Free)	\$25	Colorimetric	SM 4500CL-G	0.2	mg/l	5	Glass	250 ml	None	None ----- 15 min(field)
Chloramines (Low Level)	\$25	Colorimetric	SM 4500CL-G	0.05	mg/l	5	Glass	250 ml	None	None ----- 15 min(field)
Chlorine Residual (Free - Low Level)	\$30	Colorimetric	SM 4500CL-G	0.05	mg/l	5	Glass	250 ml	None	None ----- 15 min(field)
Chlorine Residual (Total - Low Level)	\$30	Colorimetric	SM 4500CL-G	0.05	mg/l	5	Glass	250 ml	None	None ----- 15 min(field)
Chlorine Residual (Total)	\$25	Colorimetric	SM 4500CL-G	0.2	mg/l	5	Glass	250 ml	None	None ----- 15 min(field)
Chlorite (may require sparging)	\$50	IC	EPA 300.16	10	ug/l	10	Amber Glass or Poly	60 ml	Ethylene Diamine	Ethylene Diamine ----- 14 Days
Chromium by ICP/MS	\$20	ICP/MS	EPA 200.8	2	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃ ----- 6 Months
Chromium Low Level by ICP/MS	\$50	ICP/MS	EPA 200.8	0.2	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃ ----- 6 Months
Chromium, Hexavalent (low level)	\$100	IC	EPA 218.6	0.02	ug/l	10	Poly	125 ml	buffer	buffer ----- 5 days
Chromium, Hexavalent (low level)	\$100	IC	EPA 218.7	0.02	ug/l	10	Poly	125 ml	buffer	buffer ----- 14 days
Chromium, Hexavalent	\$75	Colorimetric	SM 3500CR-B	5	ug/l	10	Poly	125 ml	buffer	buffer ----- 28 days
Chromium, Hexavalent-RCRA	\$125	Colorimetric	SW7196	5	ug/l	3	Poly	125 ml	buffer	buffer ----- 24 Hours
Chromium, Hexavalent-RCRA	\$125	IC	SW7199	0.05	ug/l	3	Poly	125 ml	buffer	buffer ----- 24 Hours
Cobalt by ICP-MS (non UCMR3)	\$20	ICP/MS	EPA 200.8	2	ug/l	10	Poly	125 ml	HNO ₃	HNO ₃ ----- 6 Months
Coliphage (advance noticed needed)	\$200	Assay	EPA 1601/1602	varies	PFU/ml	15	Poly	1L	None	None ----- 24 Hours
Color (Apparent)	\$15	Viscid	SM 2120B	3	ACU	5	Glass	500 ml	None	None ----- 48 Hours
Color (True)	\$25	Viscid	SM 2120B	3	TCU	5	Glass	500 ml	None	None ----- 48 Hours
Color (apparent & true)	\$30	Viscid	SM 2120B	5	PC	5	Glass	500 ml	None	None ----- 48 Hours
Conductivity (Specific Conductance)	\$15	Electrometric	SM 2510B	4	umho/cm	10	Poly	125 ml	None	None ----- 28 days
Copper by ICP	\$20	ICP	EPA 200.7	0.01	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃ ----- 6 Months
Copper by ICP/MS	\$20	ICP/MS	EPA 200.8	2	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃ ----- 6 Months
Corrosivity/Langelier Index	\$100	Ca, pH, Alk, calc	SM 2330B	+/-0.1	Units	10	Poly	(2) 500 ml	None	None ----- 14 Days
Corrosivity/Langelier Index (calc - requires other tests)	\$25	Calculation only	SM 2330B	+/-0.1	Units	10	Poly	(2) 500 ml	None	None ----- 14 Days
Cyanide, Amenable	\$100	Colorimetric-c/OPA	SM 4500CN-G	0.02	mg/l	15	Poly	1L	NaOH	NaOH ----- 14 Days
Cyanide-Free (Drinking Water)	\$50	Probe	SM 4500CN-F	0.02	mg/l	10	Poly	250 ml	NaOH	NaOH/ascorbic ----- 14 Days
Cyanide, Total (Wastewater or DW)	\$75	Colorimetric-c/OPA	EPA 335.4	0.005	mg/l	10	Poly	250 ml	NaOH	NaOH/ascorbic ----- 14 Days

*Methods, bottles, preservatives, compound lots, holding time and MRLs subject to change; confirm with lab prior to submission

General Laboratory Analyses List Prices/Methods 2017
Eurofins Eaton Analytical

ANALYSIS	List Price (\$)	Test Type	Ref Method	MRL	UNITS	Std TAT (working days)	BOTTLE TYPE*	IDEAL SAMPLE SIZE*	PRESERVATIVE*	HOLDING TIME*	ANALYSIS	
Cyanogen Chloride Screen	\$125	Colorimetric/IFA	EPA 330 Amend	30	ug/l	5	Glass	(2) 40 ml	RAW	FINISHED	EXTRACT	ANALYSIS
Dioxane, 1,4- Low Level (UCMR3 or non UCMR)	\$250	GC/MS	EPA 512	0.07	ug/l	15	Amber Glass	(3) 125ml	Bisulfate	Bisulfate-sulfite	28 days	28 Days
Dioxane, 1,4- Low Level	\$200	GC/MS	EPA 512	0.5	ug/l	15	Amber Glass	(3) 125ml	Bisulfate	Bisulfate-sulfite	28 days	28 Days
Dioxin-Drinking Water	\$400	GC/MS/MS	EPA 1613B	5	pg/l	15	Glass	(2) 1 L	None	Thio	1 year	40 days
Dioxin-Drinking Water >1 NTU (subbed)	\$450	GC/MS/MS	EPA 1613B	5	pg/l	15	Glass	(2) 1 L	None	Thio	1 year	40 days
Diquat/Paraquat	\$200	HPLC	EPA 547.2	0.4/2	ug/l	10	amber poly	1L	H2SO4	Na2S2O3	7 days	21 Days
Diquat	\$175	HPLC	EPA 547.2	0.4	ug/l	10	amber poly	1L	H2SO4	Na2S2O3	7 days	21 Days
Diquat - low level	\$200	HPLC	EPA 547.2	0.1	ug/l	10	amber poly	1L	H2SO4	Na2S2O3	7 days	21 Days
Dissolved Metals (ICP or ICPMS)	\$20 each	Lab Filter	EPA2007 + 200.8	varies	ug/l	10	poly	250 ml	None	None	2 days	6 Months
EDB and DBCP	\$80	GC/ECD	EPA 501.1	0.01	ug/l	10	Glass	(2) 40ml	Buffer	Buffer	14 days	14 Days
EDB, DBCP	\$100	GC/ECD	EPA 504.1	0.01	ug/l	10	Glass	(3) 40 ml	None	Na2S2O3	14 days	1 day
EDB, DBCP, and TCP	\$120	GC/ECD	EPA 504.1	0.01/0.05	ug/l	10	Glass	(3) 40 ml	None	Na2S2O3	14 days	1 day
EDC/PPCP/Hormone small volume screen (90 plus amds)	\$900	LC-MS-MS	LC-MS-MS	1 - 100	ppt	25	Amber Glass	(1) 40 ml	Oxidative-scarbic	Oxidative-scarbic		28 days
EDCs - PPCP E5neg or E5pos on y	\$500	LC-MS-MS	LC-MS-MS	1 - 100	ppt	25	Amber Glass	(2) 500 ml	Oxidative-scarbic	Oxidative-scarbic		28 Days
EDTA Only	\$150	IC/Ampersometric	IC	100	ug/l	10	poly	1 x 60 ml	none	none		14 Days
EDTA plus NTA	\$200	IC/Ampersometric	IC	100	ug/l	10	poly	1 x 60 ml	none	none		14 Days
Endathall	\$175	GC/MS	EPA 948.1	5	ug/l	15	Amber Glass	250 ml	None	Na2S2O3	7 days	14 Days
Endathall - Low Level	\$200	LC-MS-MS	ISO-LC-MS-MS	0.1	ug/l	15	Amber Glass	40 ml	None	Na2S2O3	7 days	14 Days
Enterococci Analysis	\$150	MTF	SM 2130	varies	CFU/ml	10	Glass	250 ml	None	Na2S2O3		24 Hours
Epichlorohydrin	\$200	GC/MS	EPA 524.2m	0.4	ug/l	10	Glass	(2) 40 ml	None	None		7 Days
Explosives by LC/MS/MS	\$300	LC/MS/MS	LC-MS-MS	0.1	ug/l	20	Amber Glass	(3) 1 L	None	special cocktail		14 Days
Fecal Streptococci (5 Dilutions)	\$125	MTF	SM 7330	varies	MPN	10	Amber Glass	250 ml	Na2S2O3	None		24 Hours
Fluoride	\$25	ISE	SM 4500F.C	0.1	mg/l	10	Poly	125 ml	None	None		28 Days
Fragrances - Galaxalide/Musk Ketone	\$500	GC-MS-MS	EPA 517 mod	5 to 50	ng/l	15	Amber Glass	(3) 1 L	Net App	special cocktail	14 days	28 Days
Gadolinium Anomaly	\$200	ICP/MS	EPA 200.8	varies	ug/l	15	A-Poly	125 ml	HNO3	HNO3		6 Months
Gallium and Rubidium	\$50	ICP/MS	ASQ2012	1	ug/l	10	A-Poly	125 ml	HNO3	HNO3		6 Months
General Mineral plus metals	\$400	varies	various	varies	varies	15	Poly	2 x 500 ml	None/HNO3	None/HNO3		varies
General Physical (Color, Odor, Turb)	\$50	Visual, odor, nephelometric	various	varies	varies	10	Glass	1L	None	None		24-48 Hours
Giardia/Cryptosporidium	\$450	Microscopy	EPA 1623	varies	oocysts/L	10	cubitainer	10L	none	thio		96 hours
Glyphosate	\$175	HPLC/PCD	EPA 547	5	ug/l	10	Glass	60 ml	Na2S2O3	Na2S2O3		14 Days
Glyphosate & AMPA	\$200	HPLC/PCD	EPA 547	5	ug/l	10	Glass	60 ml	Na2S2O3	Na2S2O3		14 Days
Glyphosate & AMPA	\$250	LC-MS-MS	LC-MS-MS	0.1	ug/l	15	Glass	60 ml	Na2S2O3	Na2S2O3		14 Days
HAA5 (HAA6)	\$180	GC/ECD	SM 6251B	1-4	ug/l	10	Amber Glass	(3) 40 ml	NH4Cl	NH4Cl	14 days	14 Days
HAA 9	\$250	GC/ECD	SM 6251B	1-4	ug/l	15	Amber Glass	(3) 40 ml	NH4Cl	NH4Cl	14 days	14 Days
HAA5 (HAA6)	\$180	GC/ECD	EPA 552.2	1-4	ug/l	10	Amber Glass	(3) 40 ml	NH4Cl	NH4Cl	14 days	14 Days
HAA 9	\$250	GC/ECD	EPA 552.2	1-4	ug/l	15	Amber Glass	(3) 40 ml	NH4Cl	NH4Cl	14 days	14 Days
Halocetonitriles - EDB-DBCP	\$200	GC/ECD	EPA 551.1	0.01-0.5	ug/l	10	Amber Glass	(2) 60 ml	buffer	buffer	14 days	14 Days
Halocetonitriles	\$150	GC/ECD	EPA 551.1	0.5	ug/l	10	Amber Glass	(2) 60 ml	buffer	buffer	14 days	14 Days
Halocetonitriles/THMs	\$175	GC/ECD	EPA 551.1	0.5/1	ug/l	10	Amber Glass	(2) 60 ml	buffer	buffer	14 days	14 Days
HAA5-Total Potential	\$250	VECD (radiationlessly)	SM 5710B	1-4	ug/l	20	Amber Glass	1 L	None	None	14 days	14 Days
HAA5-Total Potential (incubation portion)	\$75	GC/ECD	SM 5710B	1-4	ug/l	20	Amber Glass	1 L	None	None	14 days	14 Days
Hardness (Total as CaCO3)	\$35	Calculation, ICP	SM 2340B	10	mg/l	10	Poly	250 ml	HNO3	HNO3		6 Months
Hardness (Total as Ca)	\$35	Calculation, ICP	SM 2340B	10	mg/l	10	Poly	250 ml	HNO3	HNO3		6 Months
Hardness (Total as Mg)	\$35	Calculation, ICP	SM 2340B	10	mg/l	10	Poly	250 ml	HNO3	HNO3		6 Months
Herbicides-Drinking Water Regulated	\$225	GC/ECD	EPA 515.4/515.3	0.04-5	ug/l	10	Amber Glass	(2) 125 ml	None	Sulfite	14 days	21 Days
Herbicides-Drinking Water Extended Low Level	\$250	GC/ECD	EPA 515.4	0.1	ug/l	10	Amber Glass	(2) 125 ml	None	Sulfite	14 days	21 Days
Herbicides-MCPA, MCPB, MCPP	\$200	HPLC UV	EPA 555	0.1	ug/l	10	Amber Glass	(2) 250 ml	None	Sulfite or thio	14 days	28 Days
Hormones (UCMR3 List 2)	\$400	SPE-LC-MS-MS	EPA 539	0.1-5	ng/l	20	Amber Glass	(2) 500 ml	Oxidative-scarbic	Oxidative-scarbic	28 days	28 Days
Hormones - low level	\$450	SPE-LC-MS-MS	EPA 539	0.1-1	ng/l	20	Amber Glass	1 L	thiosulfate	thiosulfate	28 days	28 Days
Hydrazines (advance notice needed)	\$500	LC-MS-MS	LC-MS-MS	5	ng/l	20	Amber Glass	125 ml	None	None	Immediate	28 days
Inhibitory Residues	\$250	Pow-Plate	SM 9020		units	15	Glass	N/A	None	None		14 Days
Iodate	\$175	LC-MS-MS	LC/MS/MS	1	ug/l	15	Poly	125 ml	None	None		28 Days

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Eurofins Eaton Analytical

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Iodide	\$175	LC-MS-MS	LCMSMS	1	ug/l	15	Poly	125 ml	None	None	----	28 Days
Iodate + iodide	\$250	LC-MS-MS	LCMSMS	1	ug/l	15	Poly	125 ml	None	None	----	28 Days
Iron by ICP	\$20	ICP	EPA 200.7	0.05	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Iron - Low Level by ICP	\$30	ICP	EPA 200.7	0.01	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Lead by ICP/MS	\$20	ICP/MS	EPA 200.8	0.5	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Lead & copper by ICP/MS	\$40	ICP/MS	EPA 200.8	1	ug/l	10	A-Poly	1L	HNO ₃	HNO ₃	----	6 Months
Lithium by ICP	\$20	ICP	EPA 200.7	0.005	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Magnesium by ICP	\$20	ICP	EPA 200.7	0.1	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Manganese by ICP/MS	\$20	ICP/MS	EPA 200.8	2	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Mercury	\$40	Cold Vapor AAS	EPA 245.1	0.2	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	28 Days
Metals Low level by I640	\$325	ICP/MS	EPA 1640a	0.01-1	ug/l	20	A-Poly	125 ml	None	None	----	6 Months
Metals - Drinking Water by ICP - each	\$20	ICP	EPA 200.7	varies	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Metals - Drinking Water by ICP/MS - each	\$20	ICP/MS	EPA 200.8	varies	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Metals - Drinking Water by ICP/MS (15)	\$300	ICP/MS	EPA 200.8	varies	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Metals - ICP-MS Metals Scan (25)	\$500	ICP/MS	EPA 200.8	varies	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Metals Dissolved ICP-MS Metals Scan (25)	\$500	ICP/MS	EPA 200.8	varies	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Metals - Dissolved ICP-MS Metals Scan - each	\$20	ICP/MS	EPA 200.8	varies	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Metals - ICP-AES Metals Scan (7)	\$140	ICP	EPA 200.7	varies	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Metals Dissolved ICP-AES Metals Scan (7)	\$140	ICP	EPA 200.7	varies	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Metals Dissolved ICP-AES Metals Scan - each	\$20	ICP	EPA 200.7	varies	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Metals - Aqueous Scan Quant (~30)	\$200	ICP/MS	ASQC5012	varies	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Metals Digestion, if required	\$25	Hetlick		N/A	N/A	10	part of metals		HNO ₃	HNO ₃	----	6 Months
Microcystin-LR	\$200	Immunoassay	Else	0.16	ug/l	10	Amber Glass	40 ml	None	None	----	28 Days
Microspheres	\$150	Microscopy	Internal	varies	phosphate	15	Poly	1L	None	None	----	No HT
Molybdenum by ICP/MS (non UGMR)	\$20	ICP/MS	EPA 200.8	2	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
MPA (Micro Particulate Analysis)	\$350	Bright field Micro	EPA 1092	N/A	N/A	15	filter	N/A	None	None	----	48 Hours
NDMA	\$300	CI-GC/MS SIM	EPA 821	2	ppt	15	Amber Glass	(3) 500 ml	None	None	14 days	28 Days
Nitrosamines (6)	\$400	CI-GC/MS SIM	EPA 821	2	ppt	15	Amber Glass	(3) 500 ml	None	None	14 days	28 Days
Nitrosamines (8)	\$450	CI-GC/MS SIM	EPA 821	2	ppt	15	Amber Glass	(3) 500 ml	None	None	14 days	28 Days
Nitrosamines (9) inc diphenylamine (NDPHA)	\$500	CI-GC/MS SIM	EPA 821	2 to 20	ppt	15	Amber Glass	(3) 500 ml	None	None	14 days	28 Days
Nickel by ICP/MS	\$20	ICP/MS	EPA 200.8	5	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Nitrogen-Ammonia	\$30	Columetric/BFA	EPA 150.1	0.05	mg/l	10	Poly	125 ml	H ₂ SO ₄	H ₂ SO ₄	----	28 Days
Nitrogen-Ammonia	\$30	LSE	SM 4500-NH3 D	0.1	mg/l	10	Poly	125 ml	H ₂ SO ₄	H ₂ SO ₄	----	28 Days
Nitrogen-Combined NO ₂ +NO ₃	\$35	Columetric/BFA	EPA 351.2	0.1	mg/l	15	Poly	125 ml	H ₂ SO ₄	H ₂ SO ₄	----	28 Days
Nitrogen-Nitrate Low Level as NO ₃	\$30	IC	EPA 300.1	0.05	mg/l	10	Poly	125 ml	None	None	----	48 Hours
Nitrogen-Nitrate	\$25	IC	EPA 300.0A	0.1	mg/l	10	Poly	125 ml	None	None	----	48 Hours
Nitrogen-Inorganic (Calculation requires NH ₃ , NO ₃)	\$25	requires NH ₃ , NO ₃ NO ₂	calculation	0.1	mg/l	15	Poly	125 ml	None	None	----	48 Hours
Nitrogen-Nitrite low level as NO ₂	\$35	IC	EPA 300.1	0.01	mg/l	5	Poly	125 ml	None	None	----	48 Hours
Nitrogen-Nitrite	\$25	IC	EPA 300.0	0.1	mg/l	5	Poly	125 ml	None	None	----	48 Hours
Nitrogen-Nitrite (Low level as N)	\$35	IC	EPA 351.2	0.01	mg/l	5	Poly	125 ml	None	None	----	48 Hours
Nitrogen-Total Kjeldahl	\$75	Columetric	EPA 351.2	0.1	mg/l	15	Poly	250 ml	H ₂ SO ₄		----	28 days
Odor	\$30	Odor	SM 2150B	1	TON	5	Glass	1L	None	None	----	24 Hours
PBOES	\$150	GC-MS	EPA 527	0.3-0.9	ug/l	15	Amber Glass	(3) 1 L	Not App	special extract	14 days	28 Days
PBOES low level plus pyrethroids	\$400	GC-MS-MS	EPA 527 mod	0.005	ug/l	15	Amber Glass	(3) 1 L	Not App	special extract	14 days	28 Days
Perchlorate	\$75	IC	EPA 314	4	ug/l	10	Poly	125 ml	None	None	----	28 Days
Perchlorate- Low Level	\$100	LC-MS-MS	EPA 331	2	ug/l	10	Poly	125 ml	May need Sterile Filter	May need Sterile Filter	----	28 Days
Perchlorate- Ultra Low	\$125	LC-MS-MS	EPA 331	0.5	ug/l	10	Poly	125 ml	Filter	Sterile Filter	----	28 Days
Perchlorate - Low Level by LC-MS-MS	\$200	LC-MS-MS	EPA 331	0.05	ug/l	10	Poly	125 ml	Sterile Filtered (ex	Sterile Filtered	----	28 Days
Perchlorate - Low Level by LC-MS-MS DOD	\$275	LC-MS-MS	EPA 331D	0.02	ug/l	10	Poly	125 ml	Sterile Filtered	Sterile Filtered	----	28 Days
Pesticide (Triazine) Degradates	\$300	LC-MS-MS	EPA 531A	0.1-0.5	ug/l	15	Amber Glass	125 ml	None	None	14 days	28 Days
Pesticides - Long List by LCMSMS	\$400	DAT LC-MS-MS	LC-MS-MS	0.1	ug/l	20	Amber Glass	40 ml	None	None	----	21 Days
Pesticides-Urea (Standard 532 List)	\$400	HPLC	EPA 532	0.1	ug/l	20	Amber Glass	(3) 1 L	copper-trizima	copper-trizima	14 days	21 Days
Pesticides (WHO-Urea) by LCMS	\$200	LC-MS-MS	LC-MS-MS	0.1	ug/l	15	Amber Glass	(3) 1 L	copper-trizima	copper-trizima	----	14 days

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Pesticides (WHO: Urea, Cyanazine, MCPA, MCPP)	\$350	LC-MS-MS	LC-MS-MS	0.1	ug/l	15	Amber Glass	(3) 1 L	copper-trisoma	copper-trisoma	----	14 days
Pesticides and PCBs (DW)	\$150	GC/ECD	EPA 506	0.01-0.5	ug/l	10	Amber Glass	(4) 40ml	None	Na ₂ S ₂ O ₃	7 days	1 day
Pesticides (toxicophene low level)	\$100	GC/ECD	EPA 505	0.1	ug/l	10	Amber Glass	(4) 40ml	None	Na ₂ S ₂ O ₃	7 days	1 day
505- PCB/Toxicophene/chlordane extended	\$200	GC/ECD	EPA 505	0.1 PCBs	ug/l	10	Amber Glass	(4) 40ml	None	Na ₂ S ₂ O ₃	7 days	1 day
505- Phase II&V PCB/Toxicophene/chlordane	\$100	GC/ECD	EPA 505	0.1 PCBs	ug/l	10	Amber Glass	(4) 40ml	None	Na ₂ S ₂ O ₃	7 days	1 day
pH	\$20	Ion Specific Electrode	SM 4200-4	Not applicable	units	5	Poly	125 ml	None	None	----	15 min(field)
Phenolics - low level	\$125	Colorimetric	SA 420-4	1	ug/l	15	Amber Glass	125 ml	H ₂ SO ₄	H ₂ SO ₄	----	28 Days
Phenolics	\$75	Colorimetric	MWH420/SW9064	10	ug/l	15	Amber Glass	125 ml	H ₂ SO ₄	H ₂ SO ₄	----	28 Days
Phosphorus, Ortho as P	\$25	Colorimetric	SM 4200-E	0.05	mg/l	5	Poly	125 ml	None	None	----	48 Hours
Phosphorus, Total	\$30	Colorimetric	SM 4200-E	0.05	mg/l	15	Poly	125 ml	H ₂ SO ₄	H ₂ SO ₄	----	28 Days
PFC compounds (PFOS/PFOA)	\$300	LC-MS-MS	LC-MS-MS	5	ng/l	20	Poly	125 ml	none	none	----	14 days
PFC compounds (LCMR PFCs)	\$400	LC-MS-MS	EPA 817	10 to 90	ng/l	20	Polypropylene	250 ml	Se/L Trizma*	Se/L Trizma*	14 days	14 days
PFC compounds (10 PFCs)	\$450	LC-MS-MS	LC-MS-MS	1 to 10	ng/l	20	Polypropylene	250 ml	Se/L Trizma*	Se/L Trizma*	14 days	14 days
Potassium by ICP	\$20	ICP	EPA 200.7	1	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Pseudomonas aeruginosa	\$75	Fluorescence Micro	Fluodisk/1	varies	#/ml	10	Poly	100 ml	Na ₂ S ₂ O ₃	Na ₂ S ₂ O ₃	----	48 Hours
Radiochem-Gross Alpha/Beta	\$100	Proportional Counter	EPA 900 D/SM7110B	3 to 4	pCi/l	20	A-Poly	1 L	HNO ₃	HNO ₃	----	6 Months
Radiochem-Gross Alpha Only	\$70	Proportional Counter	EPA 900 D/SM7110B	3	pCi/l	20	A-Poly	1 L	HNO ₃	HNO ₃	----	6 Months
Radiochem-Gross Beta Only	\$70	Proportional Counter	EPA 900 D/SM7110B	4	pCi/l	20	A-Poly	1 L	HNO ₃	HNO ₃	----	6 Months
Radiochem-Gross Alpha/Beta low level	\$125	Proportional Counter	EPA 900 D/SM7110B	1.5	pCi/l	20	A-Poly	1 L	HNO ₃	HNO ₃	----	6 Months
Radiochem-Gross Alpha only by capthn	\$100	Proportional Counter	SM7110C	3	pCi/l	15	A-Poly	1 L	HNO ₃	HNO ₃	----	6 Months
Radiochem-Gross Alpha low level by capthn	\$125	Proportional Counter	SM7110C	1.5	pCi/l	15	A-Poly	1 L	HNO ₃	HNO ₃	----	6 Months
Radiochem-Gross Alpha Rapid 48 Hours	\$150	Proportional Counter	EPA 900 D/SM7110B	3	pCi/l	15	A-Poly	1 L	HNO ₃	HNO ₃	----	6 Months
Radiochem-Radium 224	\$200	Proportional Counter	Internal	1	pCi/l	20	A-Poly	1 L	HNO ₃	HNO ₃	----	48 Hours
Radiochem-Radium 226/228	\$250	Gamma Counting	GA Method	1	pCi/l	20	A-Poly	3 x 1L poly	HNO ₃	HNO ₃	----	6 Months
Radiochem-Radium 226	\$140	GPC	7500RA-B	1	pCi/l	20	A-Poly	1L poly	HNO ₃	HNO ₃	----	6 Months
Radiochem-Radium 228	\$140	GPC	7500RA-B	1	pCi/l	20	A-Poly	1L poly	HNO ₃	HNO ₃	----	6 Months
Radiochem-Radon	\$100	Scintillation	SM7500RH	50	pCi/l	5	Glass	40 ml	None	None	----	4 Days
Radiochem-Tritium	\$100	Scintillation	SM7500RH	1000	pCi/l	15	Glass	40 ml	None	None	----	6 Months
Radiochem-Tritium, low level	\$110	Scintillation	SM7500RH	200	pCi/l	15	Glass	40 ml	None	None	----	6 Months
Radiochem-Uranium by ICP/MS	\$50	ICP/MS	EPA 200.8	1	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Selenium by ICP/MS	\$20	ICP/MS	EPA 200.8	5	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Silica by ICP	\$20	ICP	EPA 200.7	0.5	mg/l	10	Poly	125 ml	HNO ₃	HNO ₃	----	28 Days
Silica - Reactive	\$40	Colorimetric	SM 4200-SIO2-D	1	mg/l	15	Poly	125 ml	None	None	----	28 Days
Silver by ICP/MS	\$40	ICP/MS	EPA 200.8	0.5	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
SO ₂ s - Phenolics	\$450	GC/MS	EPA 821	0.1-1	ug/l	20	Amber Glass	(3) 1 L	HCL	sulfite then HCL	14 days	30 Days
SO ₂ s Drinking Water- Regulated	\$325	GC/MS	EPA 821.2	0.02-5	ug/l	15	Amber Glass	(2) 1L	HCL	Sulfite then HCL	14 days	30 Days
SO ₂ s Drinking Water (Expanded)	\$400	GC/MS	EPA 821.2	0.02-10	ug/l	15	Amber Glass	(2) 1L	HCL	Sulfite then HCL	14 days	30 Days
525.2 Static compounds	\$325	GC/MS	EPA 821.2	0.02-5	ug/l	15	Amber Glass	(2) 1L	HCL	Sulfite then HCL	14 days	30 Days
525.2 PAHs	\$325	GC/MS	EPA 821.2	0.02-5	ug/l	15	Amber Glass	(2) 1L	HCL	Sulfite then HCL	14 days	30 Days
525.2 Pesticides & Industrial Chemicals Extended	\$475	GC/MS	EPA 821.2	0.02-5	ug/l	15	Amber Glass	(2) 1L	HCL	Sulfite then HCL	14 days	30 Days
525.2 large volume injection	\$350	GC/MS	EPA 821.2/821.3	0.02-5	ug/l	15	Amber Glass	(2) 250 ml	HCL	Sulfite then HCL	14 days	30 Days
Sodium by ICP	\$20	ICP	EPA 200.7	1	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Solids, Total Dissolved	\$20	Gravimetric	SM2540C	10	mg/l	10	Poly	500 ml	None	None	----	7 Days
Solids, Total	\$20	Gravimetric	SM2540C	10	mg/l	10	Poly	500 ml	None	None	----	7 Days
Solids, Suspended	\$25	Gravimetric	SM2540D	10	mg/l	10	Poly	500 ml	None	None	----	2 days
Strontium (UCMR3)	\$40	ICP-MS	EPA 200.8	0.3	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Strontium by ICP	\$20	ICP	EPA 200.7	0.01	mg/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Strontium by ICP/MS	\$20	ICP/MS	EPA 200.8	0.3	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
Sulfate	\$25	IC	EPA 320 DA	0.5	mg/l	10	Poly	125 ml	None	None	----	28 Days
Sulfide, Dissolved	\$75	Colorimetric	SM 4500-S ⁻ 10	0.1	mg/l	10	Poly	(2) 250 ml	NaOH + ZnAc	NaOH + ZnAc	1 day	7 Days
Sulfide, Total	\$50	Colorimetric	SM 4500-S ⁻ 10	0.05	mg/l	15	Poly	250 ml	NaOH + ZnAc	NaOH + ZnAc	7 days	7 Days
Sulfite	\$100	Titrimetric	SM 4500-SO ₃	4	mg/l	5	Glass	500 ml	EDTA	EDTA	7 days	7 Days
Surfactants (MBAS)	\$50	Colorimetric	SM 5540C	0.05	mg/l	10	Poly	500 ml	None	None	----	2 Days

*Methods, bottles, preservatives, compound lists, holdtime and MRLs subject to change, confirm with lab prior to submission

General Laboratory Analyses List Prices/Methods 2017
Eurofins Eaton Analytical

ANALYSIS	List Price (\$)	Test Type	Ref Method	MRL	UNITS	Std TAT (working days)	BOTTLE TYPE*	IDEAL SAMPLE SIZE*	PRESERVATIVE*	HOLDING TIME*		
									RAW	FINISHED	EXTRACT	ANALYSIS
Taste and Odor (MIB/Geosmin by SPME)	\$350	SPME-GC/MS-CL	SM4040-E	1	ng/l	10	Amber Glass	(3) 40 ml	None or ascorbic	None or ascorbic	days w/o pres 7 days w ascorbic	
Taste and Odor (MIB/Geosmin by P&T)	\$350	PT/GC/MS	V210	2	ng/l	10	Amber Glass	(3) 40 ml	None	None	-----	3 days
Temperature	\$10		SA2550B									
Thallium by ICP/MS	\$20	ICP/MS	EPA 200.8	1	ug/l	10	A-Poly	125 ml	HNO ₃	HNO ₃	----	6 Months
THMs by 524 or 531.1	\$90	GCMS or GC/ECD	EPA 814.2/531.1	0.5	ug/l	10	Amber Glass	(3) 40 ml	Nb ₂ S ₂ O ₇ - NH ₄ Cl	Nb ₂ S ₂ O ₇ - NH ₄ Cl	11 extract 14	14 Days
HANs/THMs	\$150	GC/ECD	EPA 551.1	0.5	ug/l	10	Amber Glass	(3) 40 ml	Nb ₂ S ₂ O ₇ - NH ₄ Cl	Nb ₂ S ₂ O ₇ - NH ₄ Cl	14 days	14 Days
HANs-Haloacetonitriles	\$150	GC/ECD	EPA 551.1	0.5	ug/l	10	Amber Glass	(3) 40 ml	Nb ₂ S ₂ O ₇ - NH ₄ Cl	Nb ₂ S ₂ O ₇ - NH ₄ Cl	14 days	14 Days
Chloropirrin	\$150	GC/ECD	EPA 551.1	0.5	ug/l	10	Amber Glass	(3) 40 ml	Nb ₂ S ₂ O ₇ - NH ₄ Cl	Nb ₂ S ₂ O ₇ - NH ₄ Cl	14 days	14 Days
THMs/HANs/HKs/Chloropirrin	\$250	GC/ECD	EPA 551.1	0.5	ug/l	15	Amber Glass	(3) 40 ml	NH ₄ Cl/buffer	NH ₄ Cl/buffer	14 days	14 Days
THMs-Total Potential (Incubation+analysis)	\$250	GC/ECD	SM 5710B	0.5 or 1	ug/l	20	Amber Glass	1 L	None	None	-----	14 Days
THMs-Total Potential (Incubation)	\$75	GC/ECD	SM 5710B	0.5 or 1	ug/l	20	Amber Glass	1 L	None	None	-----	14 Days
Total Organic Carbon (TOC)	\$50	UV-Perulfate	SM5310C	0.25	mg/l	15	Amber Glass	125 ml	H ₂ SO ₄	H ₂ SO ₄	-----	28 Days
SUVA complete	\$100	UV254 x 100/DOC	EPA 415.3		Units	10	Amber Glass	250 ml	None	None	-----	2 Days
SUVA Calculation (requires DOC, UV)	\$25	UV254 x 100/DOC	EPA 415.3		Units	10	Amber Glass	250 ml	None	None	-----	2 Days
Organic Carbon, Dissolved (DOC)	\$75	UV-Perulfate	SM 5310C	0.25	mg/l	10	Amber Glass	125 ml	None	None	2 days	28 Days
Total inorganic carbon (TIC)	\$75	UV-Perulfate	SM 5310C	2	mg/l	10	Amber Glass	125 ml	None	None	-----	28 Days
Total Organic Halide	\$200	Pyrolysis	SM 5310B	10	ug/l	15	Amber Glass	(2) 250 ml	H ₂ SO ₄	Sulfite+H ₂ SO ₄	-----	14 Days
Total Organic Halide-Total Potential	\$300	Pyrolysis	SM5710/5712G	50	ug/l	20	Amber Glass	1 L	None	None	-----	14 Days
2,4,6-Trichlorophenol	\$200	GC/ECD	SM525B	0.1	ug/l	15	Amber Glass	(3) 40 ml	NH ₄ Cl	NH ₄ Cl	-----	14 Days
Trioxoles	\$250	LC-MS-MS	LC-MS-MS	50	ug/l	15	Amber Glass	40 ml	none	ascorbic	-----	28 days
L200 - Phenolic EDCs (8), obsolete soon	\$300	SPE/LC-MS	L200	0.1-0.5	ug/l	15	Amber Glass	500 ml	HCl	Sulfite + HCl	14 days	30 Days
L211 - Estrogens and other hormones (9), obsolete soon	\$350	SPE/LC/MS/MS	L211	0.1-0.5	ng/l	15	Amber Glass	(2) 1 L	HCl	Sulfite + HCl	14 days	30 Days
L220 - PPCPs (44), obsolete soon	\$400	SPE/LC/MS/MS	L220	0.1-1000	ng/l	15	Amber Glass	(2) 1 L	HCl	Sulfite + HCl	14 days	30 Days
L221 - PPCPs (20), obsolete soon	\$400	SPE/LC/MS/MS	L221	0.5-500	ng/l	15	Amber Glass	(2) 1 L	HCl	Sulfite + HCl	14 days	30 Days
L300 - Turfgrass Pesticides (35)	\$350	SPE/LC-MS	L300	0.5-1	ug/l	15	Amber Glass	1 L	HCl	Trizma-HCl	14 days	30 Days
L301 - Turfgrass Pesticides (5)	\$350	LC-MS-MS	L301	0.5-10	ug/l	15	Amber Glass	40 ml	OA+Na2SO3	OA+Na2SO3	-----	14 days
L302 - Turfgrass Pesticides (30)	\$350	SPE/LC-MS-MS	L302	0.5	ug/l	15	Amber Glass	1 L	HCl	Trizma-HCl	14 days	30 Days
L303 - Ethephon	\$200	LC-MS-MS	L303	1	ug/l	15	Amber Glass	40 ml	Oxalic acid	Oxalic acid	-----	28 days
L305 - Turfgrass Pesticides (5)	\$350	LC-MS-MS	L305	0.01-1.1	ug/l	15	Amber Glass	40 ml			-----	7 days
L330 - 2,6-Dichlorobenzamide (BAM)	\$250	LC-MS-MS	L330	0.1	ug/l	15	Amber Glass	40 ml	Oxalic acid	Oxalic acid	-----	21 days
L510 - Ethylene Thiourea (ETU)	\$200	LC-MS-MS	L510	0.1	ug/l	15	Amber Glass	40 ml	HCl	HCl	-----	14 days
L520 - Acrylamide, Aniline, Urethane	\$250	LC-MS-MS	L520	0.5, 1, 5	ug/l	15	Amber Glass	40 ml	none	none	-----	28 days
1,2,3-Trichloropropane (TCP)	\$125	GC/MS	GC/MS (2002)	0.005	ug/l	15	Glass	(3) 40 ml	HCl	HCl/Ascorbic	-----	14 days
Turbidity	\$20	Nephelometric	EPA 180.1	0.05	NTU	5	Poly	125 ml	None	None	-----	48 Hours
UCMR2 - List 2 Semivolatiles (2 cmpds)	\$300	GC/MS	EPA 525.2	UCMR	ug/l	15	Amber Glass	(3) 1 L	Net App	Sulfite + HCl	14 days	28 Days
UCMR2 - List 1 POBEx	\$400	GC/MS	EPA 517	UCMR	ug/l	15	Amber Glass	(3) 1 L	Net App	special cocktail	14 days	28 Days
UCMR2 - List 2 Acetanilide Degradates Low Level (6)	\$400	LC-MS-MS	EPA 535	UCMR	ug/l	15	Amber Glass	250 ml	NH4Cl	NH4Cl	14 days	28 Days
UCMR3 - List 1 - combined	\$1,000	Multiple	various	UCMR	ug/l	15	various	various	various	various	various	various
UCMR3 - List 1 - metals	\$100	UCMR3	EPA 200.9	various	ug/l	15	A-poly	250 ml	HNO3	HNO3	-----	6 Months
UCMR3 - chromium 6	\$100	UCMR3	EPA 218.7	0.03	ug/l	10	Poly	125 ml	buffer	buffer	-----	14 Days
UCMR3 - chlorate	\$75	UCMR3	EPA 200.1	20	ug/l	10	Poly	125 ml	Ethylene Diamine	Ethylene Diamine	-----	28 Days
UCMR3 - 1,4-dioxane	\$250	UCMR3	EPA 927	0.07	ug/l	15	Amber glass	(3) 125 ml	none	thia	28 days	28 Days
UCMR3 - VOCs	\$225	UCMR3	EPA 824.3	various	ug/l	10	Amber glass	(3) 40 ml	malic/Ascorbic	malic/Ascorbic	-----	14 Days
UCMR3 - Perfluorinateds	\$400	UCMR3	EPA 537	various	ug/l	15	Polypropylene	(3) 250 ml	buffer	buffer	14 days	28 Days
UCMR3-List 2 - hormones	\$400	SPE/LC-MS-MS	EPA 539	0.1-5	ng/l	20	Amber Glass	(2) 500 ml	ascorbic + ascorbic	ascorbic + ascorbic	28 days	28 Days
UCMR4 (dnfrf) pesticides by EPA 538	\$300	UCMR4	EPA 538	0.01-0.1	ug/L	20	Amber Glass	(2) 40 ml	ascorbic + ascorbic	ascorbic + ascorbic	-----	14 Days
UCMR4 (dnfrf) SVOCs by EPA 525.3	\$400	UCMR4	EPA 525.3	0.01-0.5	ug/L	20	Amber glass	(3) 1L	buffer mix	buffer mix	14 days	28 Days
UCMR4 (dnfrf) pesticides by EPA 530	\$400	UCMR4	EPA 530	0.01-0.5	ug/l	20	Amber glass	(3) 1L	buffer mix	buffer mix	14 days	28 Days
UCMR4 (dnfrf) aldehydes by EPA 556.1	\$250	UCMR4	EPA 556.1	1 to 5	ug/l	10	Amber glass	(3) 40 ml	ammonium chloride	ammonium chloride	-----	7 days
UCMR4 (dnfrf) Ge, Mn, Pb	\$100	UCMR4	EPA 200.8	1	ug/l	10	A-poly	125 ml	HNO3	HNO3	-----	6 Months
Urenium by ICP/MS	\$50	ICP/MS	EPA 200.8	1	ug/l	10	A-Poly	125 ml	HNO3	HNO3	-----	6 Months
UV ₂₅₄	\$40	Spectrophotometric	SM 5710B	0.009	AU	10	Amber Glass	125 ml	None	None	-----	2 Days
Vanadium by ICP/MS (non UCMR)	\$20	ICP/MS	EPA 200.8	3	ug/l	10	A-Poly	125 ml	HNO3	HNO3	-----	6 Months

*Methods, bottles/preservatives, compound lists, holding time and MRLs subject to change; confirm with lab prior to submission

Natures Image, Inc. Other Direct Cost Items

DESCRIPTION OF ITEMS	UNIT	UNIT COST
Special Tooling		
Pickup Truck - Toyota Tundra or Tacoma	Hour	\$ 30.00
Isuzu NRQ Double Cab Stake Bed	Hour	\$ 35.00
Hino & Isuzu NRQ 4 Ton/20 CY Dump Trucks	Hour	\$ 51.00
International FINN T280 Hydroseeder	Hour	\$ 95.00
FINN T75 Hydroseed Trailer	Hour	\$ 71.00
Freightliner D120064ST Semi w/ Lowboy Trailer	Hour	\$ 150.00
2000 Gallon Water Truck	Hour	\$ 75.00
Barko Loader 885B Loader	Hour	\$ 250.00
Kobelco-Excavator SK210LC	Hour	\$ 250.00
New Holland TV140A Tractor	Hour	\$ 104.00
ASV CS100 Tracked Skid Steer	Hour	\$ 85.00
Takahachi Tracked Skid Steer	Hour	\$ 100.00
Takahachi Tracked Mini Excavator	Hour	\$ 100.00
Kubota L3717 HST Tractor	Hour	\$ 60.00
Case Backhoe 580L, 4n1 Bucket, Externdahoe and Thumb	Hour	\$ 67.00
Terex GHT-1056 10K Telescoping Reach Lift	Hour	\$ 67.00
Vermeer BC1800A Brush Chipper	Hour	\$ 85.00
Atlas Copco XAS45 - 90 CFM Air Compressor	Hour	\$ 34.00
Spray Rig	Hour	\$ 25.00
Billygoat Outback Brush Cutter	Hour	\$ 17.00
Chainsaws, Pole Pruners, Line Trimmers, Hedge Trimmer, Backpack Sprayer	Hour	\$ 13.00
Auger and bits	Hour	\$ 10.00
UTV Utility Vehicle	Hour	\$ 30.00
Water Pump	Hour	\$ 17.00
Honda EG5000CL Generator	Hour	\$ 17.00
Alpine Magnum Stump Grinder	Hour	\$ 17.00
Water Utility Trailer -	Hour	\$ 20.00
Aztec 19FT Carrier Trailer	Hour	\$ 6.00
Imprint Seeder, Conservation Seeder, Mow Deck, or Disk Tractor Attachment	Hour	\$ 25.00
Travel		
Per Diem/ Lodging	Night	\$ 194.00
Materials, Temporary Facilities/Utilities, Rental Equipment, dump fees, and other incidental items required to complete the scope of work.	Reimbursed at Cost	

PHYSIS - Other Direct Fee Schedule 12/06/2017

						Physis	Sublab
CONTINUIT (Analyte Name)							
STORMWATER	Method/Instrument	Physis MDL	Physis RL	Units	Cost/sample		Sublab Cost/sample
Temperature	EPA 170.1	0.1	0.2	°C	\$ 10		
Salinity	SM 2520 B	0.1	0.2	SU	\$ 30		
pH	SM 4500-H+ B	0.1	0.1	pH Units	\$ 10		
Dissolved Oxygen	SM 4500-O-G			mg/L		\$ 30	
Conductivity	SM 2510 B	1	1	µS/cm	\$ 10		
Oil & Grease	EPA 1664B	1	1	mg/L	\$ 45		
Total Phenols (Acid Extractables)	EPA 625			mg/L	\$ 195	\$75 if done with PAHs.	
Total Cyanide	EPA 9014	0.0013	0.01	mg/L	\$ 65		
Coliform, Total	SM 9221B		<20	MPN/100ml		\$ 65	
Enterococcus	SM 9230-B		<2	MPN/100ml		\$ 80	
Coliform, Fecal	SM 9221E		<20	MPN/100ml		\$ 65	
E. Coli	SM 9221E		<2	MPN/100ml		\$ 65	
After Hours (per hour)						\$ 220	
TRPH	EPA 1664	1	5	mg/L	\$ 55		
Chlorophyll-a	SM 10200 H	1	5	mg/m3	\$ 65		
Methyl-t-butyl Ether (MTBE)	EPA 8260B	0.068	0.5	µg/L		\$ 105	
2-Chloroethyl Vinyl Ether	EPA 8260B	0.23	5	µg/L		\$ 105	
Turbidity	EPA 180.1	0.02	0.02	NTU	\$ 15		
Total Suspended Solids	SM 2540 D	0.5	1	mg/L	\$ 30		
Suspended Sediment Concentration	ASTM D3977-97B	0.5	0.5	mg/L	\$ 55		
Total Dissolved Solids	SM 2540 C	0.1	2	mg/L	\$ 30		
Volatile Suspended Solids	EPA 160.4	0.1	0.5	mg/L	\$ 30		
Settleable Solids	SM 2540 F	0.1	0.2	mL/L/hr	\$ 30		
Total Organic Carbon	SM 5310 B	0.14	0.2	mg/L	\$ 45		
Dissolved Organic Carbon	SM 5310 B	0.14	0.2	mg/L	\$ 45		
Biochemical Oxygen Demand (BOD)	SM 5210-B	1.5	3	mg/L		\$ 40	
Chemical Oxygen Demand (COD)	SM 5220-D	3.8	4	mg/L		\$ 65	
Ammonia as N	SM 4500-NH3 D	0.007	0.03	mg/L	\$ 30		
Total Alkalinity	SM 2320 B	1	1	mg/L	\$ 30		
Total Hardness as CaCO3	SM 2340 B	0.1	0.5	mg/L	\$ 30		
MBAS	SM 5540 C	0.005	0.025	mg/L	\$ 45		
Chloride	EPA 300.0	0.01	0.05	mg/L	\$ 30		
Fluoride	EPA 300.0	0.01	0.05	mg/L	\$ 30		
Perchlorate	EPA 314.0	0.8	4	µg/L		\$ 100	
Sulfate	EPA 300.0	0.01	0.05	mg/L	\$ 30		
Dissolved Phosphorus	SM 4500-P E	0.016	0.03	mg/L	\$ 55		
Total Phosphorus	SM 4500-P E	0.016	0.02	mg/L	\$ 45		
Total Kjeldahl Nitrogen	EPA 351.2	0.06	0.4	mg/L		\$ 45	
Nitrate-N	EPA 300.0	0.05	0.1	mg/L	\$ 30		
Nitrite-N	EPA 300.0	0.05	0.05	mg/L	\$ 30		
Total Nitrogen	Direct Method	0.14	0.2	mg/L	\$ 45		
Total & Dissolved Trace Metals (Freshwater)	ICPMS				\$ 225		
Total Trace Metals Only (Freshwater)	ICPMS					\$ 110	
Dissolved Trace Metals Only (Freshwater)	ICPMS					\$ 125	
Total & Dissolved Trace Metals (Saline)	ICPMS				\$ 450		
Total Trace Metals Only (Saline)	ICPMS					\$ 275	
Dissolved Trace Metals Only (Saline)	ICPMS					\$ 300	
Chromium+6	SM 3500-Cr B	0.005	0.01	mg/L	\$ 55		
Total & Dissolved Mercury	EPA 245.7	0.01	0.02	µg/L	\$ 100		
Total Mercury Only	EPA 245.7	0.01	0.02	µg/L		\$ 45	
Dissolved Mercury Only	EPA 245.7	0.01	0.02	µg/L		\$ 65	
Total & Dissolved Mercury	EPA 1631E	0.0005	0.001	µg/L		\$ 115	
Total Mercury Only	EPA 1631E	0.0005	0.001	µg/L		\$ 55	
Dissolved Mercury Only	EPA 1631E	0.0005	0.001	µg/L		\$ 75	
Phenols/Acid Extractables	GCMS				\$ 175	\$75 if done with PAHs.	
Phenols/Acid Extractables (1 compound per sample as named on COC)	GCMS					\$ 150	\$75 if done with PAHs.
Phenols/Acid Extractables (up to 3 per sample as named on COC)	GCMS					\$ 160	\$75 if done with PAHs.
Polynuclear Aromatic Hydrocarbons	GCMS				\$ 235		
PAHs (1 compound per sample as named on COC)	GCMS					\$ 160	
PAHs (up to 3 per sample as named on COC)	GCMS					\$ 175	
Base/Neutral Extractables	GCMS				\$ 245	\$175 if done w/ PAHs	
B/N Extractables (1 compound per sample as named on COC)	GCMS				\$ 205	\$150 if done w/ PAHs	
B/N Extractables (up to 3 per sample as named on COC)	GCMS				\$ 215	\$160 if done w/ PAHs	
Phthalates	GCMS				\$ 175	\$75 if done with PAHs.	
Phthalates (1 compound per sample as named on COC)	GCMS				\$ 150	\$75 if done with PAHs.	
Chlorinated Pesticides	GCMS				\$ 195		
OC Pesticides (1 compound per sample as named on COC)	GCMS					\$ 150	
OC Pesticides (up to 3 per sample as named on COC)	GCMS					\$ 160	
OC Pesticides (up to 7 per sample as named on COC)	GCMS					\$ 175	
Toxaphene	GCMS-NCI				\$ 55	When done with OCPs, \$175 when done alone.	
Aroclor PCBs	GCMS				inc.	\$195 if done alone.	
Aroclors (1 compound per sample as named on COC)	GCMS					inc.	\$150 if done alone.
Aroclors (up to 3 per sample named on COC)	GCMS					inc.	\$160 if done alone.
Organophosphorous Pesticides	GCMS				\$ 160		
OP Pesticides (1 compound per sample as named on COC)	GCMS					\$ 150	
Triazine Herbicides	GCMS				\$ 160		
Chlorinated Herbicides					\$ 275		
2,4-D	EPA 8151A	0.45	1	µg/L	inc.		
2,4,5-TP-SILVEX	EPA 8151A	0.12	0.5	µg/L	inc.		
Glyphosate	EPA 547	3.2	5	µg/L	\$ 175		
Congener PCBs	GCMS				inc.	\$195 if done alone.	
Volatile Organic Compounds	EPA 8260B					\$ 130	
1,2,3-Trichloropropane	EPA 8260B	0.16	5	ug/L		\$ 105	

PHYSIS - Other Direct Fee Schedule 12/06/2017

						Physis	Sublab
CONTITUENT (Analyte Name)							
STORMWATER	Method/Instrument	Physis MDL	Physis RL	Units	Cost/sample	Sublab Cost/sample	
Organic Nitrogen	TDN = TKN - NH3				client calc.		
Total Orthophosphate	SM 4500-P E	0.01	0.02	mg/L	\$ 30		
Dissolved Orthophosphate	EPA 300.0	0.002	0.005	mg/L	\$ 30		
Residual Chlorine	SM 4500-Cl D	0.006	0.012	mg/L	\$ 30		
Dissolved Sulfides	SM 4500-S2 F	0.01	0.05	mg/L	\$ 55		
Total Sulfides	SM 4500-S2 F	1	5	mg/L	\$ 55		
Radioactivity							
Gross Alpha & Beta	EPA 900.0		2	pCi/L		\$	50
Radium-226	EPA 903.0		0.5	pCi/L		\$	80
Radium-228	EPA Ra-05		1	pCi/L		\$	180
Tritium	EPA 906.0		200	pCi/L		\$	70
Strontium-90	EPA 905.0		1	pCi/L		\$	130
Uranium	EPA 908.0		0.5	pCi/L		\$	100
1,4-Dioxane	8260M	1.2	3	µg/L		\$	150
2,3,7,8-TCDD and Equivalents						\$	900
CECs							
PFOS	EPA 537	0.81	8	µg/L		\$	350
PPCPs & Hormones/Steroids	EPA 1694					\$	920
Bisphenol A	EPA 625	1	10	ng/L	\$ 110		
Caffeine	EPA 625	10	50	ng/L	\$ 30		
Chlorpyrifos	EPA 625	0.5	1	ng/L	\$ 30		
DEET	EPA 625	10	10	ng/L	\$ 30		
Diclofenac	EPA 625	1	10	ng/L	\$ 30		
Flpronil	EPA 625-NCI	0.5	2	ng/L	\$ 30		
Galaxolide	EPA 625	1	10	ng/L	\$ 30		
Nonylphenol	EPA 625	50	100	ng/L	\$ 100		
Nonylphenol Ethoxylates	EPA 625				\$ 100		
Octylphenol	EPA 625	50	100	ng/L	\$ 100		
Octylphenol Ethoxylates	EPA 625				\$ 100		
4-Tert-Octylphenol	EPA 625	50	100	ng/L	inc.		
Octylphenol methoxylate	EPA 625	50	100	ng/L	inc.		
PBDE Congeners	EPA 625-NCI				\$ 235		
Phosphate Flame Retardants	EPA 625				\$ 100		
Synthetic Pyrethroids	EPA 625-NCI				\$ 80		
Triclosan	EPA 625-NCI	5	10	ng/L	\$ 30		
Additional Perceived Analyses						Cost	
Major Cations	ICPMS				\$ 90	\$60 when done w/ 200.8 Metals	
Physis Support Services						Cost	
CEDEN EDD (per report)					\$ 60		
Courier Services (per trip)					\$60/hr RT		
After Hours Courier Services (per trip)					\$90/hr RT		